Form (2)

256-C

13.2.2015

THE REPUBLIC OF THE UNION OF MYANMAR

The Myanmar Investment Commission

PERMIT

Permit No. 905/2015 Date 13th February 2015

This Permit is issued by the Myanmar Investment Commission according to the section 13, sub-section (b) of the Republic of the Union of Myanmar Foreign Investment Law-

(a) Name of Investor/Promoter MR. KENJI SUGIMOTO

(b) Citizenship JAPANESE

(c) Address 60-12-2 SHINOOCHO, FUKUI CITY, FUKUI, JAPAN

(d) Name and Address of Principal Organization MATSUYA R & D COMPANY LIMITED, 3-19, MOTOMACHI, ONO CITY, FUKUI, JAPAN

(e) Place of incorporation JAPAN

(f) Type of Investment Business MANUFACTURING OF CUFFS FOR SPHYGMOMANOMETERS ON CMP BASIS

(g) Place(s) at which investment is permitted PLOT NO. A7-2, MINGALADON INDUSTRIAL PARK, MINGALADON TOWNSHIP, YANGON REGION

(h) Amount of Foreign Capital US$ 1.50 MILLION

(i) Period for Foreign Capital brought in WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OF MIC PERMIT

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US$ 1.50 MILLION

(k) Construction period TWENTY-FOUR MONTHS

(l) Validity of investment permit 10 YEARS

(m) Form of investment WHOLLY FOREIGN OWNED INVESTMENT

(n) Name of Company incorporated in Myanmar MATSUYA R & D (MYANMAR) COMPANY LIMITED

Chairman

The Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
စာအမှတ် ၂၅၆-၈
ရက်စွဲ ၁၃-၂-၂၀၁၅
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
(၂)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၉၀၅/၂၀၁၅ ၂၀၁၅ ခုနှစ် ဖေဖော်ဝါရီလ ၁၃ ရက်

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ-၁၃၊ ပုဒ်မခွဲ(ခ) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည် -

(က) ရင်းနှီးမြှုပ်နှံသူ/ကမကထပြုသူအမည် MR. KENJI SUGIMOTO

(ခ) နိုင်ငံသား JAPANESE

(ဂ) နေရပ်လိပ်စာ 60-12-2 SHINOOCHO, FUKUI CITY, FUKUI, JAPAN

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့် လိပ်စာ MATSUYA R & D COMPANY LIMITED, 3-19, MOTOMACHI, ONO CITY, FUKUI, JAPAN

(င) ဖွဲ့စည်းရာအရပ် JAPAN

(စ) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် သွေးဖိအားတိုင်းကိရိယာပါ လက်ပတ်အပြား ထုတ်လုပ်ခြင်းလုပ်ငန်း

(ဆ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ် A7-2၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဇ) နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ အမေရိကန်ဒေါ်လာ ၁.၅၀ သန်း

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ခွင့်ပြုမိန့်ရရှိသည့်နေ့မှ (၁) နှစ် အတွင်း

(ည) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၁.၅၀ သန်း နှင့် ညီမျှသော မြန်မာကျပ်ငွေ

(ဋ) တည်ဆောက်မှုကာလ ၂၄ လ

(ဌ) ရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုသည့် သက်တမ်း ၁၀ နှစ်

(ဍ) ရင်းနှီးမြှုပ်နှံမှုပုံစံ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(ဎ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် ကုမ္ပဏီအမည် MATSUYA R & D (MYANMAR) COMPANY LIMITED

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

THE REPUBLIC OF THE UNION OF MYANMAR
MYANMAR INVESTMENT COMMISSION
No.1, Thitsar Road, Yankin Township, Yangon

Our ref : DICA-3/FI-1117/2015(256-C) Tel: 01- 658128
Date : 13th February 2015 Fax: 01-658141

Subject: **Decision of the Myanmar Investment Commission on the Proposal for "Manufacturing of Cuffs for Sphygmomanometers on CMP Basis" under the name of "Matsuya R & D (Myanmar) Company Limited".**

Reference: Matsuya R & D (Myanmar) Company Limited, Letter dated (18-11-2014).

1. The Myanmar Investment Commission, at its meeting (2/2015) held on (31-1-2015), had approved the proposal for investment in "Manufacturing of Cuffs for Sphygmomanometers on CMP Basis" under the name of "Matsuya R & D (Myanmar) Company Limited" submitted by Matsuya R & D Company Limited (85 %) and Mr. Hidetaka Goto (15 %) from Japan as a wholly foreign owned investment.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VII, section 13(b) of Foreign Investment Law and Chapter VIII, Rule 49 of the Foreign Investment Rules relating to Foreign Investment Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the project shall be initial 10 (Ten) years. The Land Lease Period shall be 34 years commencing from the issuing date of Physical Delivery Receipt and ending on the date 7th February, 2048 pursuant to Sub-Lease Agreement Chapter 1.1. At the end of the Lease period, the lessee shall transfer the land to lessor within 3 (three) months in good condition, ground damages having been refilled or repaired.

4. Matsuya R & D (Myanmar) Company Limited shall provide the land use premium to the amount of US$ 463,594 (United States Dollar four hundred and sixty-three thousand, five hundred and ninety-four only) in favour of Mingaladon Industrial Park Company Limited in three installments as follows:-

(a) the first installment of 10 % (Ten) percent of the Land Use Premium amounting to US$ 46,359.40 (United States Dollar forty-six thousand, three hundred and fifty-nine and forty cent only) shall be paid on the date of signing of Sub-Lease Agreement.

(b) the second installment of 50 % (Fifty) percent of the Land Use Premium amounting to US$ 231,797.00 (United States Dollar two hundred and thirty-one thousand, seven hundred and ninety-seven only) shall be paid to the Mingaladon Industrial Park Company Limited within 30 (thirty) days after signing of Sub-Lease Agreement.

(c) the final installment of 40 % (Forty) percent of the Land Use Premium amounting to US$ 185,437.60 (United States Dollar one hundred and eighty-five thousand, four hundred and thirty-seven and sixty cent only) shall be paid to the Mingaladon Industrial Park Company Limited by the Matsuya R & D (Myanmar) Company Limited either within 4 (Four) months after signing of the Sub-Lease Agreement or upon the Mingaladon Industrial Park Company Limited issuing of the receipt whichever comes earlier.

5. Matsuya R & D (Myanmar) Company Limited shall pay the annual land rent on yearly basis at the rate of US$ 0.30 (United States Dollar thirty cent only) per square meter per annum of the project area to the amount of US$ 2,397.90 (United States Dollar two thousand, three hundred and ninety-seven and ninety cent only) as well as Management fees and Utility Charges to be paid in accordance with the estate conditions of the Mingaladon Industrial Park. The rate of rent shall be revised in view of prevailing land lease rates after 5 (Five) years period and increase of the rate shall not be more than 15 % of the previous rate.

6. In issuing this "Permit," the Commission has granted the following exemptions and reliefs as per Chapter XII, section 27(a), (h), (i) and (k) of Foreign Investment Law. Other exemptions and reliefs under section 27 shall have to be applied upon the actual performance of the project:-

(a) As per section 27(a), income tax exemption for a period of five consecutive years including the year of commencement on commercial production;

(b) As per section 27(h), exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(c) As per section 27(i), exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(d) As per section 27(k), exemption or relief from commercial tax on the goods produced for export.

7. Matsuya R & D (Myanmar) Company Limited shall have to sign the Sub-Lease Agreement with Mingaladon Industrial Park Company Limited. After signing such Agreement, (5) copies shall have to be forwarded to the Commission.

8. Matsuya R & D (Myanmar) Company Limited in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum of Association and Articles of Association shall have to be forwarded to the Commission.

9. Matsuya R & D (Myanmar) Company Limited shall use its best efforts for timely realization of works stated on the proposal. If none of such works has been commenced within one year from the date of issue of this "Permit", it shall become null and void.

10. Matsuya R & D (Myanmar) Company Limited has to abide by Chapter X, Rule 58 and 59 of the Foreign Investment Rules for construction period.

11. As per Chapter X, Rule 61 of the Foreign Investment Rules, extension of construction period shall not be allowed more than twice except it is due to unavoidable events such as natural disasters, instabilities, riots, strikes, emergency of State condition, insurgency and outbreak of wars.

12. As per Chapter X, Rule 63 of the Foreign Investment Rules, if the investor cannot construct completely in time during the construction period or extension period, the Commission will have to withdraw the permit issued to the investor and there is no refund for the expenses of the project.

13. The commercial date of operation shall be reported to the Commission.

14. Matsuya R & D (Myanmar) Company Limited shall endeavour to meet the targets for production and export stated in the proposal as the minimum target.

15. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal and also in accordance with Chapter XI, section 24 and section 25 of Foreign Investment Law and Matsuya R & D (Myanmar) Company Limited has to follow the existing Labour Laws for the recruitment of staffs and labour in accordance with Chapter XIII, Rule 84 of the Foreign Investment Rules.

16. In order to evaluate foreign capital and for the purpose of its registration in accordance with the provisions under Chapter XV, section 37 of Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened and defined under Chapter XVI, Rule 134 and 135 of the Foreign Investment Rules;

(b) the detailed lists of the type and value of foreign capital defined under Chapter I, section 2(i) of Foreign Investment Law, other than foreign currency.

17. Whenever Matsuya R & D (Myanmar) Company Limited brings in foreign capital defined under Chapter I, section 2(i) of Foreign Investment Law, other than foreign currency in the manner stated on paragraph 15(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

18. Matsuya R & D (Myanmar) Company Limited has the right to make account transfer and expend the foreign currency from his bank account in accordance with Chapter XVI, Rule 136 of the Foreign Investment Rules and for account transfer of local currency generated from the business to the local currency account opened at the bank by a citizen or a citizen-owned business in the Union and right to transfer back the equivalent amount of foreign currency from the foreign currency bank account of a citizen or citizen-owned business by submitting the sufficient document in accordance with Chapter XVII, Rule 145 of the Foreign Investment Rules.

19. Matsuya R & D (Myanmar) Company Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost overrun, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

20. Matsuya R & D (Myanmar) Company Limited shall be responsible for the preservation of the environment at and around the area of the project site. In addition to this, it shall carry out as per instructions made by Ministry of Environmental Conservation and Forestry in which to conduct an Environmental Management Plan (EMP) which describe the measure to be

taken for preventing, mitigation and monitoring significant environmental impacts resulting from the implementation and operation of proposed project or business or activity. It has to prepare and submit and perform activities in accordance with this EMP and abide by the environmental policy, Environmental Conservation Law and other environmental related rules and procedures.

21. After getting permit from Myanmar Investment Commission, Matsuya R & D (Myanmar) Company Limited shall have to be registered at the Directorate of Industrial Supervision and Inspection.

22. Matsuya R & D (Myanmar) Company Limited shall have to abide by the Fire Services Department's rules, regulations, directives and instructions. Moreover, fire prevention measures shall have to undertake such as water storage tank, fire extinguishers and provide training to use the fire fighting equipments and also to appoint fire safety officer.

23. Payment of principal and interest of the loan (if any) as well as payment for import of raw materials and spare parts etc., shall only be made from export earning (CMP charges) of Matsuya R & D (Myanmar) Company Limited.

24. Matsuya R & D (Myanmar) Company Limited in consultation with Myanma Insurance shall effect such types of insurance defined under Chapter XII, Rule 79 and 80 of the Foreign Investment Rules.

(Zay Yar Aung)
Chairman

Matsuya R & D (Myanmar) Company Limited

cc: 1. Office of the Union Government of the Republic of the Union of Myanmar
2. Ministry of Home Affairs
3. Ministry of Foreign Affairs
4. Ministry of Environmental Conservation and Forestry
5. Ministry of Electric Power
6. Ministry of Immigration and Population

7. Ministry of Industry
8. Ministry of Commerce
9. Ministry of Finance
10. Ministry of National Planning and Economic Development
11. Ministry of Labour, Employment and Social Security
12. Chairman, CMP Enterprise Supervision Committee
13. Office of the Yangon Region Government
14. Director General, Fire Services Department
15. Director General, Department of Environmental Conservation
16. Director General, Immigration and National Registration Department
17. Director General, Directorate of Industrial Supervision and Inspection
18. Director General, Directorate of Trade
19. Director General, Customs Department
20. Director General, Internal Revenue Department
21. Director General, Directorate of Investment and Company Administration
22. Director General, Directorate of Labour
23. Managing Director, Myanma Electric Power Enterprise
24. Managing Director, Myanma Foreign Trade Bank
25. Managing Director, Myanma Investment and Commercial Bank
26. Managing Director, Myanma Insurance
27. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)

အကြောင်းအရာ။ **ရာခိုင်နှုန်းပြည့် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် Matsuya R & D (Myanmar) Co., Ltd. တည်ထောင်၍ CMP စနစ်ဖြင့် သွေးဖိအားတိုင်းကိရိယာပါ လက်ပတ်အပြား ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြု တင်ပြလာခြင်းကိစ္စ**

၁။	ကုမ္ပဏီအမည်/ ကမကထပြုသူ	- Matsuya R & D (Myanmar) Co., Ltd. - Mr. Kenji Sugimoto (ဂျပန်)
	အဖွဲ့အစည်းပုံသဏ္ဍာန်	- ရာခိုင်နှုန်းပြည့်နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု - Matsuya R & D Co., Ltd. (ဂျပန်) ၈၅ % - Mr. Hidetaka Goto (ဂျပန်) ၁၅ %
	လုပ်ငန်းအမျိုးအစား	- CMP စနစ်ဖြင့် သွေးဖိအားတိုင်းကိရိယာပါ လက်ပတ်အပြား ထုတ်လုပ်ခြင်းလုပ်ငန်း
၂။	တည်နေရာ	- မြေကွက်အမှတ် A7-2၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မင်္ဂလာဒုံ မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး
	မြေအကျယ်အဝန်း	- ၇,၉၉၃ စတုရန်း မီတာ (၁.၉၇၅ ဧက) - ၁,၂၅၀ စတုရန်းမီတာ ကျယ်သော အဆောက်အဦတစ်လုံး ဆောက်လုပ်မည် ဖြစ်ပါသည်။
	မြေပိုင်ရှင်	- မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် Mingalardon Industrial Park Co., Ltd.
၃။	နှစ်စဉ်မြေငှားရမ်းခ	- နှစ်စဉ်မြေငှားရမ်းခ US$ ၂,၃၉၇.၉၀ ကို မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနသို့ ပေးချေရမည်ဖြစ်ပါသည်။ - တစ်နှစ် တစ်စတုရန်းမီတာလျှင် US$ ၀.၃၀ နှုန်းဖြစ်ပါသည်။
	Land Use Premium	- US$ ၄၆၃,၅၉၄ - တစ်နှစ် တစ်စတုရန်းမီတာလျှင် US$ ၅၈ နှုန်းဖြစ်ပါသည်။
	မြေငှားသက်တမ်း	- ၃၄ နှစ်
၄။	လုပ်ငန်းသက်တမ်း	- ကနဦး ၁၀ နှစ်နှင့် သက်တမ်းတိုး
	တည်ဆောက်ရေးကာလ	- ၂၄ လ
၅။	စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု	- အမေရိကန်ဒေါ်လာ ၁.၅၀ သန်း
	ထည့်ဝင်သည့် အမျိုးအစား	- US$ သန်း
	ငွေသား	၀.၂၅
	မြေအသုံးပြုမှု ပရီမီယံကြေး	၀.၄၆
	အဆောက်အဦကုန်ကျစရိတ်	၀.၄၄
	Structure	၀.၁၀
	စက်နှင့် စက်ပစ္စည်း (ပြည်ပ)	၀.၂၅
	စုစုပေါင်း	**၁.၅၀**
၆။	ဝန်ထမ်းအင်အား (ပထမနှစ်)	- **၅၃ ဦး**
	ပြည်တွင်း	- ၅၀ ဦး (ပြည်တွင်းအနိမ့်ဆုံးဝန်ထမ်းတစ်ဦး၏လစာ US$ ၉၀၊ အမြင့်ဆုံးဝန်ထမ်းတစ်ဦး၏ လစာ US$ ၈၀၀)
	ပြည်ပ	- ၃ ဦး (ပြည်ပဝန်ထမ်းတစ်ဦး၏ လစာ US$ ၂,၀၀၀)

၇။	ရောင်းချမည့်စနစ်	- ၁၀၀ % ပြည်ပသို့ တင်ပို့ခြင်း
၈။	ကုမ္ပဏီ၏ ဝင်ငွေ (ဆဌမနှစ်)	- US$ ၀.၈၁၆ သန်း
	ကုမ္ပဏီ၏ အသုံးစရိတ် (ဆဌမနှစ်)	- US$ ၀.၆၅၄ သန်း
	ကုမ္ပဏီ၏ အသားတင်အမြတ် (ဆဌမနှစ်)	- US$ ၀.၁၆၂ သန်း
၉။	နိုင်ငံတော်မှရရှိမည့်အကျိုးအမြတ် (ဆဌမနှစ်)	
	ဝင်ငွေခွန်	- US$ ၀.၀၅၅ သန်း (၁ US$ = ၉၉၀ ကျပ်ဖြင့် တွက်ချက်တင်ပြထားပါသည်။)
	အရင်းကြေကာလ	- ၅ နှစ် ၇ လ
	အရင်းအနှီးပေါ်အကျိုးအမြတ်ပြန်ပေါ်နှုန်း (IRR)	- ၂၂.၅၇ %
၁၀။	လျှပ်စစ်ဓါတ်အားသုံးစွဲမှု (ပထမနှစ်)	- ၄၃,၇၇၆ Kwh
၁၁။	CSR	- ပတ်ဝန်းကျင်နှင့် လူမှုရေးဆိုင်ရာ စောင့်ကြည့်လေ့လာမည့် လုပ်ငန်းများအတွက် ကျန်းမာရေး၊ လူမှုရေး၊ သက်သာချောင်ချိရေး ကိစ္စရပ်များတွင် သုံးစွဲနိုင်ရန် အသားတင်အမြတ်ငွေမှ ၂ % ကို ရန်ပုံငွေအဖြစ် လျာထားပါကြောင်း တင်ပြထားပါသည်။
၁၂။	မီးဘေးကြိုတင်ကာကွယ်ရေးစီမံချက်	- မီးဘေးကြိုတင်ကာကွယ်ရေးအတွက် မီးသတ်ဆေးဘူးများကို ချိတ်ဆွဲထားမည် ဖြစ်ပါကြောင်း၊ ဝန်ထမ်းများကိုလည်း မီးဘေးအန္တရာယ်ကာကွယ်ရေးသင်တန်းများပို့ချပေးမည် ဖြစ်ပါကြောင်း၊ အလိုအလျောက်မီးအချက်ပေးစနစ်များ၊ မီးလောင်လျှင် အလိုအလျောက် ရေဖျန်းစနစ်များထားရှိမည် ဖြစ်ပါကြောင်း၊ ဆေးလိပ်သောက်ခြင်းကိုလည်း တားမြစ်ထားပါကြောင်း၊ တင်ပြထားပါသည်။

MRD MATSUYA R&D Co.,Ltd.
〒912-0081
3-19 Motomachi Ono City Fukui Japan
TEL +81-779-66-2096
FAX +81-779-65-8373

Date :

Chairman
Myanmar Investment Commission,
Ministry of National Planning and Economic Development
Building No.32, Nay Pyi Taw.

Subject: Application of MIC Proposal

Dear Sir

We, MATSUYA R&D Co., Ltd., desire to incorporate a CMP basics 100% foreign owned manufacturing company to be incorporated in the Republic of the Union of Myanmar under the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act under the name of "MATSUYA R&D (Myanmar) Co., Ltd." And we enclose herewith the following documents.

1)	MIC Proposal (Form (1))	
2)	Passport copies of Promoter, new company Director and officer	:(Annexure 1)
3)	Business Plan for 10 years (Estimated financial statements)	:(Annexure 2)
4)	Bank statements, Financial Statement and Certificate of Incorporation of subscribers	:(Annexure 3)
5)	Land lease Agreement (Draft), Location map, other relating document and AGO Recommendation letter	:(Annexure 4)
6)	Design of factory	:(Annexure 5)
7)	Plans for Social Security and Welfare for employees	:(Annexure 6)
8)	Environmental Impact Assessment	:(Annexure 7)
9)	Socio-economic Impact Assessment	:(Annexure 8)
10)	Memorandum of Association and Articles of Association (Draft)	:(Annexure 9)

We would like to request you to kindly consider our case favorably and issue the Approval at your earliest convenience.

Thanking you in advance for your kind attention and assistance.

Yours truly,

For and on behalf of MATSUYA R&D CO., LTD.

杉本賢治

Kenji Sugimoto
Promoter / Authorized Representative

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Investment Proposal

(100% investment from JAPAN)
(Manufacturing of Cuffs for Sphygmomanometers on CMP basis)

to Myanmar Investment Commission
Ministry of National Planning and Economic Development
Building No.32, Nay Pyi Taw.

Plot No.A7-2, Mingaladon Industrial Park,
Corner of No.3 Highway Road & Khayebin Road,
Mingaladon Township, Yangon,
The Republic of The Union of Myanmar

MATSUYA R&D Company Limited
(incorporated in JAPAN)

Form (1)

Proposal Form of Investor/Promoter for the investment to be made
In the Republic of the Union of Myanmar

To,

Chairman
Myanmar Investment Commission

Reference No.
Date: 20/10/2014

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The investor's or Promoter's:-
   - (a) Name Mr. Kenji Sugimoto
   - (b) Father's name Mr. Masanobu Sugimoto
   - (c) ID No./National Registration Card No./Passport No. TH4483428
   - (d) Citizenship JAPAN
   - (e) Address:
     - (i) Address in Myanmar #406, 4th Floor, Excel Treasure Tower, No.520, Kaba Aye Pagoda Road, Bahan Township, Yangon
     - (ii) Residence abroad 60-12-2 Shinoocho, Fukui City, Fukui, Japan
   - (f) Name of principle organization MATSUYA R&D CO., LTD.
   - (g) Type of Business Trading and Manufacturing of sawing machines etc.
   - (h) Principle company's address 3-19, Motomachi, Ono City, Fukui, JAPAN

2. If the investment business is formed under Joint Venture, partners':-
   - (a) Name Nil
   - (b) Father's name Nil
   - (c) ID No./National Registration Card No./Passport No. Nil
   - (d) Citizenship Nil
   - (e) Address: Nil
     - (i) Address in Myanmar Nil
     - (ii) Residence abroad Nil
   - (f) Parent company Nil
   - (g) Type of business Nil
   - (h) Parent company's address: Nil

Remark: The following documents need to attach according to the above paragraph 1.and 2.-

(1) Company registration certificate (copy); **(Ref. "Annexure 3")**

(2) National Registration Card (copy) and passport (copy); **(Ref. "Annexure 1")**

(3) Evidences about the business and financial conditions of the participants of the proposed investment business; **(Ref. "Annexure 3")**

3. Type of proposed investment business:-

(a) Manufacturing

Manufacturing of cuffs for sphygmomanometers on CMP basis

(b) Service business related with manufacturing Nil

(c) Service Nil

(d) Others Nil

Remark: Expressions about the nature of business with regard to the above paragraph 3.; **(Ref. "Annexure 2")**

4. Type of business organization to be formed:-

(a) One hundred percent **MATSUYA R&D CO., LTD. (85%) Mr. Hidetaka Goto (15%)**

(b) Joint Venture:

(i) Foreigner and citizen Nil

(ii) Foreigner and Government department/organization Nil

(c) By contractual basis:

(i) Foreigner and citizen Nil

(ii) Foreigner and Government department/organization Nil

Remark: The following information needs to attach for the above Paragraph 4.:-

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors;

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;

(iii) Contract (Agreement) (Draft)

5. Particulars relating to company incorporation

(a) Authorized capital **US$ 3,000,000**

(b) Type of share **Ordinary shares only**

(c) Number of shares **6,000 shares**

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5. **(Ref. "Annexure 9")**

6. Particulars relating to capital of the investment business

		Kyat / US$ (Million)
(a)	Amount/percentage of local capital to be contributed	Nil
(b)	Amount/percentage of foreign capital to be contributed	US$ 1.5 Million
	Total	US$ 1.5 Million

(c) Annually or period of proposed capital to be brought in

US$ 1.5 Million will be brought in until December 2015

(d) Last date of capital brought in

31st December 2015

(e) Proposed duration of investment Initial 10 years extendable thereafter

(f) Commencement date of construction March 2015 (as soon as MIC approval)

(g) Construction period Within 24 month from date of obtaining all approval

Remark: Describe with annexure if it is required for the above Paragraph 6. (c)

7. Detail list of foreign capital to be brought in:-

		Foreign Currency (Million)	Equivalent Kyat (Million) (@990)
(a)	Foreign currency (Type and amount)	US$ 0.25	Ks. 248
	Land	US$ 0.46	Ks. 455
	Building	US$ 0.44	Ks. 436
	Structure	US$ 0.10	Ks. 99
(b)	Machinery and equipment and value (to enclose detail list)	US$ 0.25 (import) (Ref. "Annexure 2")	Ks. 248 (import)
(c)	List of initial raw materials and value (to enclose detail list)	Nil	Nil
(d)	Value of license, intellectual property, industrial design, trade mark, patent right, etc.	Nil	Nil
(e)	Value of technical know-how	Nil	Nil
(f)	Others	Nil	Nil
	Total	**US$ 1.5**	**Ks. 1,485**

Remark: The evidence of permission shall be submitted for the above paragraph 7. (d) and (e).

8. Details of local capital to be contributed:-

	Kyat / US$ (Million)
(a) Amount	Nil
(b) Value of machinery and equipment (to enclose detail list)	Nil
(c) Rental rate for building/land	Nil
(d) Cost of building construction	Nil
(e) Value of furniture and assets (to enclose detail list)	Nil
(f) Value of initial raw material requirement (to enclose detail list)	Nil
(g) Others	Nil
Total	Nil

9. Particulars about the investment business:-

(a) Investment location(s)/place Plot No.A7-2, Mingaladon Industrial Park, Corner of No.3 Highway Road & Khayebin Road, Mingaladon Township, Yangon, Myanmar

(b) Type and area requirement for land or land and building

(i) Location Plot No.A7-2, Mingaladon Industrial Park, Corner of No.3 Highway Road & Khayebin Road, Mingaladon Township, Yangon

(ii) Number of land/building and area

7,993 m^2 = 1.975 A (Land) 1,250 m^2 = 0.309 A (Building)

(iii) Owner of the land

(aa) Name / company / department Mingaladon Industrial Park Co., Ltd.

(bb) National Registration Card No. Nil

(cc) Address Corner of No.3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, Myanmar

(iv) Type of land Industrial Zone

(v) Period of land lease contract about 34 years (until 7th February 2048)

(vi) Lease period from December 2014 to February 2048 (34) years

(vii) Lease rate US$ 463,594 (as Land Use Premium)

US$ 2,397.9 (US$ 0.30 /m^2) per year

(viii) Ward Plot No.A7-2, Mingaladon Industrial Park, Corner of No.3 Highway Road & Khayebin Road,

(ix) Township Mingaladon Township

(x) State/Region Yangon

(xi) Lessee

(aa) Name / Name of Company / Department MATSUYA R&D CO., LTD.

(bb) Father's name

(cc) Citizenship ....

(dd) ID No. / Passport No. ....

(ee) Residence Address ....

Remark: Following particulars have to enclose for above paragraph (9) (b)

(i) to enclose land map, land ownership and ownership evidences;

(Ref. "Annexure 4")

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State;

(c) Requirement of building to be constructed;

(i) Type / number of building **Factory / 1**

(ii) Area **1,250 m²** **(Ref. "Annexure 5")**

(d) Product to be produced / Service ....

(1) Name of product **(Ref. "Annexure 2")**

(2) Estimate amount to be produced annually **(Ref. "Annexure 2")**

(3) Type of service Nil

(4) Estimate value of service annually Nil

Remark: Detail list shall be enclosed with regard to the above paragraph (9) (d)

(e) Annual requirement of materials / raw materials **(Ref. "Annexure 2")**

Remark: According to the above paragraph (9) (e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system —

(g) Technology —

(h) System of sales **CMP basis (100% Export to overseas)**

(i) Annual fuel requirement **(Ref. "Annexure 2")**

(to prescribe type and quantity)

(j) Annual electricity requirement **(Ref. "Annexure 2)**

(k) Annual water requirement **(Ref. "Annexure 2")**

(to prescribe daily requirement, if any)

10. Detail information about financial standing:-

(a) Name / company's name **MATSUYA R&D CO., LTD. & Mr. Hidetaka Goto**

(b) ID No. / National Registration Card No. / Passport No. **TK0606558 (Mr. Goto)**

(c) Bank Account No. **(Ref. "Annexure 3")**

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above paragraph (10).

11. Number of personnel required for the proposed economic activity:-

(a) Local personnel	(**265**) number	(**98.88**) %	**90 ～**	**US$/month**
(b) Foreign experts and technicians	(**3**) number	(**1.12**) %	**2,000**	**US$/month**

(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period.)

Remark: As per paragraph (11) the following information shall be enclosed:-

(i) Number of personnel, occupation, salary, etc; **(Ref. "Annexure 2")**

(ii) Social security and welfare arrangements for personnel; **(Ref. "Annexure 6")**

(iii) Family accompany with foreign employee; Nil

12. Particulars relating to economic justification:-

	Foreign Currency	Equivalent Kyat
(a) Annual income	....	....
(b) Annual expenditure	....	....
(c) Annual net profit	....	....
(d) Yearly investments	....	....
(e) Recoupment period	....	....
(f) Other benefits	....	....

(to enclose detail calculations) **(Ref. "Annexure 2")**

(IRR (Internal Rate of Return) = **22.47 %** Payback Period = **5 years & 7 months**)

13. Evaluation of environmental impact:- **(Ref. "Annexure 7")**

(a) Organization for evaluation of environmental assessment;

(b) Duration of the evaluation for environmental assessment;

(c) Compensation program for environmental damages;

(d) Water purification system and waste water treatment system;

(e) Waste management system;

(f) System for storage of chemicals.

14. Evaluation on social impact assessments; **(Ref. "Annexure 8")**

(a) Organization for evaluation of social impact assessments;

(b) Duration of the evaluation for social impact assessments;

(c) Corporate social responsibility program.

Signature 杉本賢治

Name Kenji Sugimoto

Designation Promoter

ဆက်လုပ်ရေးဝန်ကြီးဌာန
ကြီးရုံး

MPT-3048
13-11-14

M-5281
14/11/14

77
14/11/14

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ဆောက်လုပ်ရေးဝန်ကြီးဌာန
ဝန်ကြီးရုံး
နေပြည်တော်

ဆောက်လုပ်ရေး ဝန်ကြီးရုံး

စာအမှတ်၊ ၂၆ / ခွဲ - ၃ / ၂၀၁၄ (စီ ၁၃၀၇၃)
ရက် စွဲ၊ ၂၀၁၄ ခုနှစ် နိုဝင်ဘာလ ၁၂ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **Matsuya R & D (Myanmar) Co.,Ltd မှ CMP စနစ်ဖြင့် သွေးဖိအားတိုင်းကိရိယာပါ လက်ပတ်အပြား ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြု တင်ပြခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ (၁) ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ ၂၀၁၃ ခုနှစ် မတ်လ (၁၉) ရက် နေ့စွဲပါ စာအမှတ်၊ ၂ (၅) ၃ -၂၀ / နပတ (၂၀၁)

(၂) Matsuya R & D Co.,Ltd ၏ ၂၀၁၄ ခုနှစ် အောက်တိုဘာလ (၂၀)ရက် နေ့စွဲပါ တင်ပြစာ

၁။ ဆောက်လုပ်ရေးဝန်ကြီးဌာန ၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနမှ ဖက်စပ်စနစ်ဖြင့် ဖော်ထုတ်ထားသော ရန်ကုန်တိုင်းဒေသကြီး ၊ နိုင်ငံတကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်ရှိ မြေကွက်အမှတ်-A-7-2 (မြေဧရိယာ-၁.၉၇၅ ဧက)အား ငှားရမ်း၍ ဂျပန်နိုင်ငံ “Matsuya R&D Co.,Ltd”၏ ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Matsuya R & D (Myanmar) Co.,Ltd ဖွဲ့စည်း တည်ထောင်၍ CMP စနစ်ဖြင့် သွေးဖိအားတိုင်းကိရိယာပါ လက်ပတ်အပြားထုတ်လုပ်ခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက်ကို ရည်ညွှန်း (၂)ပါစာဖြင့် တင်ပြလာပါသည်။

၂။ အဆိုပါ မြေကွက်အား အောက်ပါအချက်အလက်များအရ ငှားရမ်းရန် ပဏာမသဘောတူ ညှိနှိုင်းထားပါသည် -

(က) မြေကွက်အမှတ်-A-7-2၊ မြေဧရိယာ-၁.၉၇၅ ဧက(၇၉၉၃.၀၀ စတုရန်းမီတာ)အား ဖက်စပ်ကုမ္ပဏီ “ Mingaladon Industrial Park Co.,Ltd ” မှ “ Matsuya R & D (Myanmar) Co.,Ltd ” သို့ ငှားရမ်းရန် ။

(ခ) ယင်းမြေကွက်ပေါ်တွင် “ Matsuya R & D (Myanmar) Co.,Ltd ” မှ US$ 3 million ရင်းနှီးမြှုပ်နှံ၍ CMP စနစ်ဖြင့် သွေးဖိအားတိုင်းကိရိယာပါ လက်ပတ်အပြား ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ရန် ။

(ဂ) မြေငှားသက်တမ်းကို မင်္ဂလာဒုံစက်မှုဇုန် မြေငှားသက်တမ်းအတိုင်း (၇-၂-၂၀၄၈) ရက်နေ့အထိ (၃၄)နှစ် ငှားရမ်းရန် ။

(ဃ) မြေငှားသက်တမ်း တစ်ခုလုံးအတွက် မြေငှားရမ်းခ (Land Use Premium) ကို US$ 58 / sqm နှုန်း သတ်မှတ်ရန်နှင့် ကျသင့်ငွေ US$ 463594 အား ဖက်စပ်ကုမ္ပဏီသို့ ပေးချေရန် ။

(င) နှစ်စဉ်ငှားရမ်းခ(Annual Land Rent) ကို US$ 0.30 /sqm/ yr နှုန်း သတ်မှတ်ရန်နှင့် နှစ်စဉ်ကျသင့်ငွေ US$ 2397.90 ကို မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန သို့ ပေးချေရန် ။

(စ) အဆိုပါ မြေငှားရမ်းမှုနှင့် လုပ်ငန်းဆောင်ရွက်ခွင့်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ ခွင့်ပြုချက် ရယူရန် ။

၃။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုမိန့် ရရှိပြီးပါက ဖက်စပ်ကုမ္ပဏီ နှင့် Matsuya R&D (Myanmar) Co.,Ltd တို့ ချုပ်ဆိုမည့် Sub-Lease Agreement (မူကြမ်း) ကို ရှေ့နေချုပ်ရုံးမှ ရည်ညွှန်း(၁)ပါစာဖြင့် လိုအပ်သလို ပြင်ဆင်ပြီး ဖြစ်ပါသည်။

၄။ သို့ပါ၍ Matsuya R&D (Myanmar) Co.,Ltd မှမင်္ဂလာဒုံစက်မှုဇုန်ရှိ မြေကွက်အမှတ်၊ A-7-2 အား ငှားရမ်း၍ ရာနှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် နိုင်ငံတကာအဆင့်မီ CMP စနစ်ဖြင့် သွေးဖိအားတိုင်းကိရိယာပါ လက်ပတ်အပြား ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် လုပ်ငန်းအဆိုပြုချက် တင်ပြလာခြင်းအပေါ် သိရှိ လမ်းညွှန်မှုပြုနိုင်ပါရန် တင်ပြအပ်ပါသည်။

ပူးတွဲပါ

(က) ရည်ညွှန်း(မိတ္တူ)များ

(ခ) လုပ်ငန်းအဆိုပြုချက် (၁) စုံ

၁၂/၁၁/၂၀၁၄

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)

စိုးတင့်၊ ဒုတိယဝန်ကြီး

၁၂/၁၁

မိတ္တူကို

ညွှန်ကြားရေးမှူးချုပ်၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

MRD MATSUYA R&D Co.,Ltd.
〒912-0081
3-19 Motomachi Ono City Fukui Japan
TEL +81-779-66-2096
FAX +81-779-65-8373

သို့
ညွှန်ကြားရေးမှူးချုပ်
မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ ဖြိုးရေးဦးစီးဌာန
ဆောက်လုပ်ရေးဝန်ကြီးဌာန
နေပြည်တော်။

နေ့စွဲ -

အကြောင်းအရာ ။ ။ <u>မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် သို့ အဆိုပြုချက် တင်ပြရန်ကိစ္စ။</u>

ကျွန်တော်များ Matsuya R & D Co., Ltd., သည် မင်္ဂလာဒုံစက်မှုဇုန် မြေကွက်အမှတ် A 7-2 ငှားရမ်းနိုင်ရန် Mingalardon Industrial Park Co., Ltd နှင့် Provisional Allotment for Land Lease အား (31.1.2013) နေ့တွင်လက်မှတ်ရေးထိုးခဲ့ပြီး (8.5.2013) နေ့တွင် ထပ်မံသက်တမ်းတိုးခဲ့ပါသည်။ သို့ဖြစ်ပါ၍ ၄င်းမြေကွက်ပေါ်တွင် လုပ်ငန်းလုပ်ကိုင်နိုင်ရန် မြန်မာ့ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အဆိုပြုချက်တင်ပြနိုင်ရန် မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ ဖြိုးရေးဦးစီးဌာန သို့ အောက်ပါအထောက်အထားများအား ပူးတွဲပေးပို့အပ်ပါသည်။

1.	MIC Proposal (Form 1)	
2.	Certificate of Incorporation (Copy)	Annexure 1
3.	Passport copies of Promoter, new company Director and officer	Annexure 2
4.	Bank statements and Financial Statement of Subscribers	Annexure 3
5.	Detail of Production and business in Myanmar	Annexure 4
6.	Memorandum of Association and Articles of Association (Draft)	Annexure 5
7.	List of machinery and equipment	Annexure 6
8.	Land lease Agreement (Draft) & others	Annexure 7
9.	Design of factory	Annexure 8
10.	Business Plan for 10 years (Estimated financial statements)	Annexure 9
11.	Annual Requirement (Electricity and Water)	Annexure 10
12.	Plans for Social Security and Welfare for employees	Annexure 11
13.	Environmental Impact Assessment	Annexure 12
14.	Socio-economic Impact Assessment	Annexure 13

လေးစားစွာဖြင့်

杉本 賢治

Kenji Sugimoto
Promoter / Authorized Representative

【Annexure 1】

Passport copies of Promoter, Director

渡航先

This passport is valid for all countries and areas unless otherwise endorsed.

旅券 PASSPORT

日本国 JAPAN

型/Type
P

発行国/Issuing country
JPN

旅券番号/Passport No.
TK0606558



姓/Surname
GOTO

名/Given name
HIDETAKA

国籍/Nationality
JAPAN

生年月日/Date of birth
22 JAN 1950

性別/Sex
M

本籍/Registered Domicile
FUKUI

発行年月日/Date of issue
26 NOV 2009

有効期間満了日/Date of expiry
26 NOV 2019

発行官庁/Authority
MINISTRY OF FOREIGN AFFAIRS

所持人自署/Signature of bearer
H. Goto

P<JPNGOTO<<HIDETAKA<<<<<<<<<<<<<<<<<<<<<<<<<<

TK06065589JPN5001220M1911264<<<<<<<<<<<<<<00

渡航先

This passport is valid for all countries and areas unless otherwise endorsed.

日本国 JAPAN

旅券
PASSPORT

型/Type
P

発行国/Issuing country
JPN

旅券番号/Passport No.
TH4483428



姓/Surname
SUGIMOTO

名/Given name
KENJI

国籍/Nationality
JAPAN

生年月日/Date of birth
18 MAY 1962

性別/Sex
M

本籍/Registered Domicile
FUKUI

発行年月日/Date of issue
01 OCT 2007

有効期間満了日/Date of expiry
01 OCT 2017

所持人自署/Signature of bearer
杉本 賢治

発行官庁/Authority
MINISTRY OF
FOREIGN AFFAIRS

P<JPNSUGIMOTO<<KENJI<<<<<<<<<<<<<<<<<<<<<<<<

TH44834285JPN6205184M1710010<<<<<<<<<<<<<<00

渡 航 先

This passport is valid for all countries and areas unless otherwise endorsed.

日 本 国 JAPAN

旅券 PASSPORT

型/Type
P

発行国/Issuing country
JPN

旅券番号/Passport No.
TR1433865



姓/Surname
AKAZAWA

名/Given name
ISAMU

国籍/Nationality
JAPAN

生年月日/Date of birth
07 AUG 1960

性別/Sex
M

本籍/Registered Domicile
FUKUI

発行年月日/Date of issue
12 FEB 2014

有効期間満了日/Date of expiry
12 FEB 2024

所持人自署/Signature of bearer
赤澤 勇

発行官庁/Authority
MINISTRY OF
FOREIGN AFFAIRS

P<JPNAKAZAWA<<ISAMU<<<<<<<<<<<<<<<<<<<<<<<<<
TR14338654JPN6008075M2402125<<<<<<<<<<<<<<08

渡 航 先

This passport is valid for all countries and areas unless otherwise endorsed.

日 本 国 JAPAN

旅 券
PASSPORT

型/Type P

発行国/Issuing country JPN

旅券番号/Passport No. TZ0640416



姓/Surname
MIZOI

名/Given name
MASAYUKI

国 籍/Nationality
JAPAN

生年月日/Date of birth
02 MAY 1955

性別/Sex
M

本 籍/Registered Domicile
FUKUSHIMA

発行年月日/Date of issue
28 APR 2009

所持人自署/Signature of bearer

有効期間満了日/Date of expiry
28 APR 2019

発行官庁/Authority
CONSULATE-GENERAL OF JAPAN
AT HONG KONG

P<JPNMIZOI<<MASAYUKI<<<<<<<<<<<<<<<<<<<<<<<<

TZ06404169JPN5505027M1904286<<<<<<<<<<<<<<04

【Annexure 2】

Business Plan for 10 years
(Estimated financial statements)

Detail of Production and Business of MATSUYA R&D (Myanmar) Co., Ltd.

Production (CMP Basis)

Cuffs for sphygmomanometers

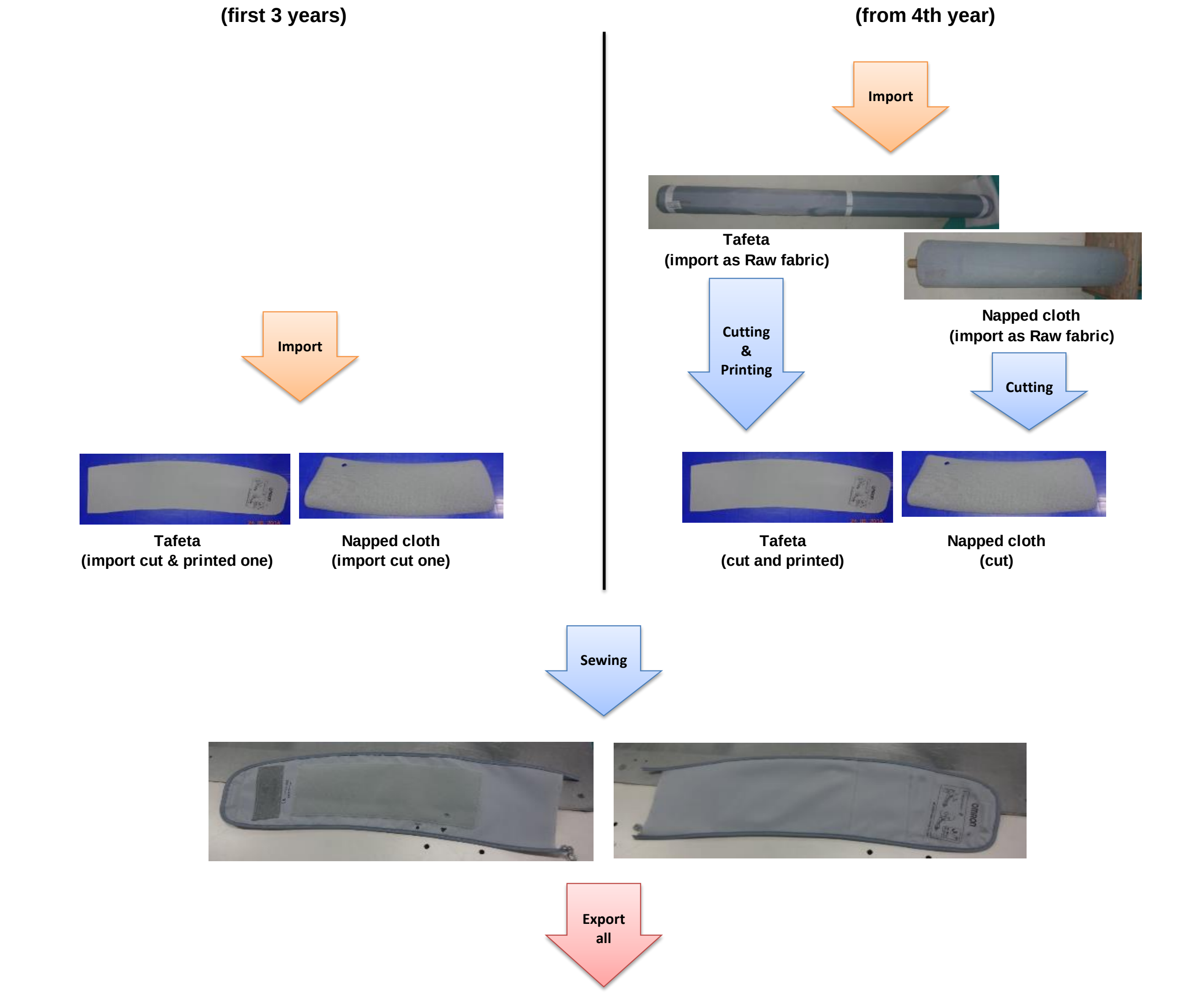


(Front Side)



(Back Side)

Processing : (from 4th year, company plan to start cutting & printing also)



Income Statement of MATSUYA R&D (Myanmar) Co., Ltd.

(Currency Unit : 1000USD)

		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Sales (Receipt of Processing Fee) *1		**180**	**360**	**540**	**612**	**816**	**816**	**1,020**	**1,020**	**1,224**	**1,224**
Cost of Sales		**179**	**257**	**338**	**400**	**496**	**496**	**591**	**577**	**700**	**697**
	Raw Materials *2	-	-	-	-	-	-	-	-	-	-
	Labor Cost (Direct) *3	114	173	234	265	340	340	421	421	527	527
	Depreciation (Direct) *4	49	52	55	76	76	76	76	62	59	56
	Other Expenses (Direct)	16	32	48	60	80	80	94	94	113	113
Gross Profit		**1**	**103**	**202**	**212**	**320**	**320**	**429**	**443**	**524**	**527**
Indirect Expenses & SGA Expenses		**76**	**82**	**86**	**86**	**104**	**100**	**106**	**106**	**114**	**114**
	Labor Cost (Indirect) *3	36	39	41	41	50	50	53	53	57	57
	Depreciation (Indirect) *4	4	4	4	4	4	-	-	-	-	-
	Other Expenses (Indirect)	36	39	41	41	50	50	53	53	57	57
Net Profit before Tax		**▲ 75**	**21**	**116**	**126**	**216**	**220**	**324**	**337**	**410**	**413**
Corporate Income Tax *5		**-**	**-**	**-**	**-**	**-**	**55**	**81**	**84**	**102**	**103**
Corporate Social Responsibility **		**-**	**0**	**2**	**3**	**4**	**3**	**5**	**5**	**6**	**6**
Net Profit after Tax		**▲ 75**	**21**	**114**	**123**	**212**	**162**	**238**	**248**	**301**	**304**

*1 refer to Sales Sheet

*2 Raw Materials will be brought by free.

*3 refer to "Labor cost" sheet.

*4 refer to "Fixed Assets & Depreciation" sheet.

*5 In first 5 years, the company receive tax exemption.

** CSR is 2% of Net Profit after Tax

Balance Sheet of MATSUYA R&D (Myanmar) Co., Ltd.

(Currency Unit：1000USD)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Assets										
Current Assets	**843**	**906**	**1,063**	**1,128**	**1,429**	**1,666**	**1,988**	**2,298**	**2,670**	**3,030**
Cash	828	876	1,018	1,077	1,361	1,598	1,903	2,213	2,568	2,928
Account receivable *6	15	30	45	51	68	68	85	85	102	102
Fixed Asset	**599**	**562**	**526**	**588**	**508**	**432**	**357**	**295**	**235**	**179**
Tangible Fixed Assets *7	599	562	526	588	508	432	357	295	235	179
Total Assets	**1,441**	**1,469**	**1,590**	**1,716**	**1,937**	**2,099**	**2,345**	**2,593**	**2,905**	**3,209**
Liabilities										
Current Liabilities	**17**	**24**	**30**	**34**	**43**	**43**	**52**	**52**	**63**	**63**
Account payable *8	4	6	7	8	11	11	12	12	14	14
Accrued expenses *9	13	18	23	25	33	33	39	39	49	49
Total Liabilities	**17**	**24**	**30**	**34**	**43**	**43**	**52**	**52**	**63**	**63**
Equity										
Capital stock *10	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**
Retained earnings	**▲ 75**	**▲ 55**	**59**	**182**	**394**	**555**	**793**	**1,041**	**1,342**	**1,646**
Opening Balance	-	▲ 75	▲ 55	59	182	394	555	793	1,041	1,342
Net Profit	▲ 75	21	114	123	212	162	238	248	301	304
Dividend										
Closing Balance	▲ 75	▲ 55	59	182	394	555	793	1,041	1,342	1,646
Total Equity	**1,925**	**1,945**	**2,059**	**2,182**	**2,394**	**2,555**	**2,793**	**3,041**	**3,342**	**3,646**
Total Liabilities & Equity	**1,941**	**1,969**	**2,090**	**2,216**	**2,437**	**2,599**	**2,845**	**3,093**	**3,405**	**3,709**

*6 Account Receivable is calculated by 1 month of Sales.

*7 refer to "Tangible Fixed Assets" sheet.

*8 Account Payable is calculated by 1.0 month of other expenses.

*9 Accrued expenses are calculated by 1.0 month of Labor Cost.

*10 It is mentioned only initial capital. Additional is not included.

Cash Flow Statement of MATSUYA R&D (Myanmar) Co., Ltd.

(Currency Unit：1000USD)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Cash Flows from Operation Activities										
Receiving from customers by sales	165	345	525	606	799	816	1,003	1,020	1,207	1,224
Receiving other Income	-	-	-	-	-	-	-	-	-	-
Payments to employees	▲ 138	▲ 207	▲ 270	▲ 303	▲ 383	▲ 390	▲ 467	▲ 474	▲ 576	▲ 585
Payments other Expenses	▲ 48	▲ 69	▲ 88	▲ 100	▲ 128	▲ 130	▲ 146	▲ 147	▲ 168	▲ 170
Payments Corporate Income Tax	-	-	-	-	-	▲ 55	▲ 81	▲ 84	▲ 102	▲ 103
Payments CSR	-	▲ 0	▲ 2	▲ 3	▲ 4	▲ 3	▲ 5	▲ 5	▲ 6	▲ 6
Net Cash Flow by Operating Activities	**▲ 20**	**68**	**165**	**200**	**284**	**237**	**305**	**310**	**355**	**360**
Cash Flows from Investing Activities										
Sales of fixed assets	-	-	-	-	-	-	-	-	-	-
Purchases of fixed assets	▲ 652	▲ 20	▲ 23	▲ 141	-	-	-	-	-	-
Net Cash Flow by Investing Activities	**▲ 652**	**▲ 20**	**▲ 23**	**▲ 141**	**-**	**-**	**-**	**-**	**-**	**-**
Cash Flows from Investing Activities										
Repayment of Loans										
Borrowing of Loans										
Proceeds from Issuing Stock	1,500									
Dividends										
Net Cash Flow by Investing Activities	**1,500**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Net increase (decrease) in Cash	**828**	**49**	**142**	**59**	**284**	**237**	**305**	**310**	**355**	**360**
Opening Balance of Cash	-	828	876	1,018	1,077	1,361	1,598	1,903	2,213	2,568
Closing Balance of Cash	828	876	1,018	1,077	1,361	1,598	1,903	2,213	2,568	2,928

Internal Rate of Return (IRR) **22.47%**

Payback Period **5 years & 7 months**

Sales Information of MATSUYA R&D (Myanmar) Co., Ltd.

Products: cuffs for sphygmomanometers

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Amount of Processing										(Unit：1000Processing)
CR-24 (sewing only)	1,200	2,400	3,600							
CR-24 (cutting, printing and sewing)				3,600	4,800	4,800	6,000	6,000	7,200	7,200
Total Amount	1,200	2,400	3,600	3,600	4,800	4,800	6,000	6,000	7,200	7,200
Unit Price of Processing										(Unit: USD)
CR-24 (sewing only)	0.15	0.15	0.15							
CR-24 (cutting, printing and sewing)				0.17	0.17	0.17	0.17	0.17	0.17	0.17
Sales Amount by Processing										(Unit: 1000USD)
CR-24 (sewing only)	180	360	540	-	-	-	-	-	-	-
CR-24 (cutting, printing and sewing)	-	-	-	612	816	816	1,020	1,020	1,224	1,224
Total Sales Amount	180	360	540	612	816	816	1,020	1,020	1,224	1,224

** The company will start sewing only at first, and will start cutting & printing from 2019.

Plan of Purchase of Tangible Assets of MATSUYA R&D (Myanmar) Co., Ltd.

(Currency Unit: 1000USD)

Investment Amount			2016		2017		2018		2019		2020 ~ 2025
Tangible Assets for Product		Unit Price	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	
1	Inspection Table	0.333	5	1.7	4	1.3	4	1.3	4	1.3	-
2	Working Table	0.429	8	3.4	6	2.6	6	2.6		-	-
3	Cutting Machine	2.579	1	2.6		-		-		-	-
4	Sewing Machine	0.785	24	18.8	17	13.3	22	17.3		-	-
5	Sewing Machine	0.575	5	2.9	4	2.3	4	2.3		-	-
6	Screen Printing Machine	7.350		-		-		-	12	88.2	-
7	Full Auto End Cutter	3.413		-		-		-	2	6.8	-
8	Air-operated transduction semi-automatic slitter & bundler SL-	11.806		-		-		-	1	11.8	-
9	Model 2A mutli-functional trabsition scutching cloth rewinder and share 30 to 60 degree angle SL-680-2A(380v			-		-		-	1	-	-
10	ST-250A(Blue Easy) intellingent end cutter	4.214		-		-		-	1	4.2	-
11	Forklift	15.217	1	15.2		-		-		-	-
12	Needle Detector	10.436		-		-		-	1	10.4	-
13	Ndraulic Rocked Arm Cutting Machine GSB-2C	2.129		-		-		-	4	8.5	-
14	Cuting Mold	0.558		-		-		-	10	5.6	-
15	Cutting Machine	0.302		-		-		-	3	0.9	-
16	Drying Rack	0.294		-		-		-	12	3.5	-
17	Generator (300KVA)	50.000	1	50.0		-		-		-	-
18	Factory Building	537.500	1	537.5		-		-		-	-
	Total Amount for Product			**632.1**		**19.6**		**23.5**		**141.3**	**-**
Tangible Assets for Non-Product											
19	Other Office Equipment			20.0							
	Total Amount for Non-Product			**20.0**		**-**		**-**		**-**	**-**
Total Amount of Tangible Assets				**652.1**		**19.6**		**23.5**		**141.3**	**-**

Plan of Depreciation of Tangible Assets

(Currency Unit : 1000USD)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Tangible Assets for Product										
Factory Equipment (#1 to #17)	14% : 7 year									
Purchase Cost	94.6	19.6	23.5	141.3	-	-	-	-	-	-
Depreciation	13.5	16.3	19.7	39.9	39.9	39.9	39.9	26.3	23.5	20.2
Book Value	81.1	84.3	88.2	189.6	149.8	109.9	70.1	43.7	20.2	-
Factory Building (#18)	6.7% : 15 year									
Purchase Cost	537.5	-	-	-	-	-	-	-	-	-
Depreciation	35.8	35.8	35.8	35.8	35.8	35.8	35.8	35.8	35.8	35.8
Book Value	501.7	465.8	430.0	394.2	358.3	322.5	286.7	250.8	215.0	179.2
Total Tangible Assets for Product										
Purchase Cost	**632.1**	**19.6**	**23.5**	**141.3**	**-**	**-**	**-**	**-**	**-**	**-**
Depreciation	**49.3**	**52.1**	**55.5**	**75.7**	**75.7**	**75.7**	**75.7**	**62.2**	**59.4**	**56.0**
Book Value	**582.8**	**550.2**	**518.2**	**583.8**	**508.1**	**432.4**	**356.7**	**294.6**	**235.2**	**179.2**
Tangible Assets for Non-Product										
Other Office Equipment (#19)	20% : 5 year									
Purchase Cost	20.0	-	-	-	-	-	-	-	-	-
Depreciation	4.0	4.0	4.0	4.0	4.0	-	-	-	-	-
Book Value	16.0	12.0	8.0	4.0	-	-	-	-	-	-
Total Tangible Assets for Non-Product										
Purchase Cost	**20.0**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Depreciation	**4.0**	**4.0**	**4.0**	**4.0**	**4.0**	**-**	**-**	**-**	**-**	**-**
Book Value	**16.0**	**12.0**	**8.0**	**4.0**	**-**	**-**	**-**	**-**	**-**	**-**
Total Tangible Assets										
Purchase Cost	**652.1**	**19.6**	**23.5**	**141.3**	**-**	**-**	**-**	**-**	**-**	**-**
Depreciation	**53.3**	**56.1**	**59.5**	**79.7**	**79.7**	**75.7**	**75.7**	**62.2**	**59.4**	**56.0**
Book Value	**598.8**	**562.2**	**526.2**	**587.8**	**508.1**	**432.4**	**356.7**	**294.6**	**235.2**	**179.2**

Plan of Labor Cost of MATSUYA R&D (Myanmar) Co., Ltd.

(Currency Unit：1000USD)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Labor Cost										
Labor Cost (Direct)										
Foreigner	48	52	55	55	57	57	60	60	65	65
Local	66	121	179	210	283	283	361	361	462	462
Total Labor Cost (Direct)	**114**	**173**	**234**	**265**	**340**	**340**	**421**	**421**	**527**	**527**
Labor Cost (Indirect)										
Foreigner	24	26	27	27	29	29	30	30	33	33
Local	12	13	14	14	21	21	23	23	25	25
Total Labor Cost (Indirect)	**36**	**39**	**41**	**41**	**50**	**50**	**53**	**53**	**57**	**57**
Total Labor Cost	**150**	**212**	**275**	**306**	**390**	**390**	**474**	**474**	**585**	**585**

Plan of the number of Employment

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Direct Dep.										
Foreigner										
Technical assistance	2	2	2	2	2	2	2	2	2	2
Total Employment of Foreign	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**
Local										
Worker										
Cutting				6	7	7	8	8	10	10
Printing				14	17	17	22	22	26	26
Sewing	41	70	104	105	137	137	171	171	203	203
Inspection and Packing	2	4	5	5	7	7	8	8	10	10
Warehousing	1	1	2	1	2	2	2	2	2	2
Total Worker	44	75	111	131	170	170	211	211	251	251
Leader and QC										
Cutting & Printing				1	1	1	1	1	1	1
Sewing	1	2	3	3	4	4	5	5	6	6
Inspection	1	1	1	1	1	1	1	1	1	1
Quality Control	1	1	1	1	2	2	2	2	2	2
Total Leader, QC	3	4	5	6	8	8	9	9	10	10
Factory Manager	1	1	1	1	1	1	1	1	1	1
Total Employment of Local	**48**	**80**	**117**	**138**	**179**	**179**	**221**	**221**	**262**	**262**
Total Employment in Direct Dep.	**50**	**82**	**119**	**140**	**181**	**181**	**223**	**223**	**264**	**264**
Indirect Dep.										
Foreigner										
Top Management	1	1	1	1	1	1	1	1	1	1
Total Employment of Foreign	**1**	**1**	**1**	**1**	**1**	**1**	**1**	**1**	**1**	**1**
Local										
Administration and Accountant	2	2	2	2	3	3	3	3	3	3
Total Employment of Local	**2**	**2**	**2**	**2**	**3**	**3**	**3**	**3**	**3**	**3**
Total Employment in Direct Dep.	**3**	**3**	**3**	**3**	**4**	**4**	**4**	**4**	**4**	**4**
Grand Total										
Foreigner										
Direct Dep.	2	2	2	2	2	2	2	2	2	2
Indirect Dep.	1	1	1	1	1	1	1	1	1	1
Total Foreigner	**3**	**3**	**3**	**3**	**3**	**3**	**3**	**3**	**3**	**3**
Local										
Direct Dep.	48	80	117	138	179	179	221	221	262	262
Indirect Dep.	2	2	2	2	3	3	3	3	3	3
Total Local	**50**	**82**	**119**	**140**	**182**	**182**	**224**	**224**	**265**	**265**
Grand Total Employment	**53**	**85**	**122**	**143**	**185**	**185**	**227**	**227**	**268**	**268**

Unit Salary (including 1 month bonus from 2nd year)

(Currency Unit：USD)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Direct Dep.										
Foreigner										
Technical assistance	24,000	26,000	27,300	27,300	28,600	28,600	29,900	29,900	32,500	32,500
Local										
Worker	1,080	1,300	1,365	1,365	1,430	1,430	1,495	1,495	1,625	1,625
Leader and QC	3,000	3,250	3,413	3,413	3,575	3,575	3,770	3,770	4,160	4,160
Factory Manager	9,600	10,400	10,920	10,920	11,440	11,440	11,960	11,960	13,000	13,000
Indirect Dep.										
Foreigner										
Top Management	24,000	26,000	27,300	27,300	28,600	28,600	29,900	29,900	32,500	32,500
Local										
Administration and Accountant	6,000	6,500	6,825	6,825	7,150	7,150	7,540	7,540	8,320	8,320

(Remark)

We will increase productivities by training worker's skill.

If we product more than proposal amount, we will hire more.

Plan of Labor for each year of MATSUYA R&D (Myanmar) Co., Ltd.

(2016)

	Position	No. of Employee	Monthly Salary (USD/month)	Annual Total Amount (USD/year)
Direct Dep.	Cutting			0
	Printing			0
	Sewing	41	90	44,280
	Inspection and Packing	2	90	2,160
	Warehousing	1	90	1,080
	Cutting & Printing (Leader)			0
	Sewing (Leader)	1	250	3,000
	Inspection (Leader)	1	250	3,000
	Quality Control	1	250	3,000
	Factory Manager	1	800	9,600
	Technical assistance (Foreigner)	2	2,000	48,000
Indirect Dep.	Administration and Accountant	2	500	12,000
	Top Management (Foreigner)	1	2,000	24,000
	Total	53		150,120

(2017)

	Position	No. of Employee	Monthly Salary (USD/month)	Annual Total Amount (USD/year)
Direct Dep.	Cutting			0
	Printing			0
	Sewing	70	100	91,000
	Inspection and Packing	4	100	5,200
	Warehousing	1	100	1,300
	Cutting & Printing (Leader)			0
	Sewing (Leader)	2	250	6,500
	Inspection (Leader)	1	250	3,250
	Quality Control	1	250	3,250
	Factory Manager	1	800	10,400
	Technical assistance (Foreigner)	2	2,000	52,000
Indirect Dep.	Administration and Accountant	2	500	13,000
	Top Management (Foreigner)	1	2,000	26,000
	Total	85		211,900

(2018)

	Position	No. of Employee	Monthly Salary (USD/month)	Annual Total Amount (USD/year)
Direct Dep.	Cutting			0
	Printing			0
	Sewing	104	105	141,960
	Inspection and Packing	5	105	6,825
	Warehousing	2	105	2,730
	Cutting & Printing (Leader)			0
	Sewing (Leader)	3	263	10,238
	Inspection (Leader)	1	263	3,413
	Quality Control	1	263	3,413
	Factory Manager	1	840	10,920
	Technical assistance (Foreigner)	2	2,100	54,600
Indirect Dep.	Administration and Accountant	2	525	13,650
	Top Management (Foreigner)	1	2,100	27,300
	Total	122		275,048

Plan of Labor for each year of MATSUYA R&D (Myanmar) Co., Ltd.

(2019)

	Position	No. of Employee	Monthly Salary (USD/month)	Annual Total Amount (USD/year)
Direct Dep.	Cutting	6	105	8,190
	Printing	14	105	19,110
	Sewing	105	105	143,325
	Inspection and Packing	5	105	6,825
	Warehousing	1	105	1,365
	Cutting & Printing (Leader)	1	263	3,413
	Sewing (Leader)	3	263	10,238
	Inspection (Leader)	1	263	3,413
	Quality Control	1	263	3,413
	Factory Manager	1	840	10,920
	Technical assistance (Foreigner)	2	2,100	54,600
Indirect Dep.	Administration and Accountant	2	525	13,650
	Top Management (Foreigner)	1	2,100	27,300
	Total	143		305,760

(2020)

	Position	No. of Employee	Monthly Salary (USD/month)	Annual Total Amount (USD/year)
Direct Dep.	Cutting	7	110	10,010
	Printing	17	110	24,310
	Sewing	137	110	195,910
	Inspection and Packing	7	110	10,010
	Warehousing	2	110	2,860
	Cutting & Printing (Leader)	1	275	3,575
	Sewing (Leader)	4	275	14,300
	Inspection (Leader)	1	275	3,575
	Quality Control	2	275	7,150
	Factory Manager	1	880	11,440
	Technical assistance (Foreigner)	2	2,200	57,200
Indirect Dep.	Administration and Accountant	3	550	21,450
	Top Management (Foreigner)	1	2,200	28,600
	Total	185		390,390

(2021)

	Position	No. of Employee	Monthly Salary (USD/month)	Annual Total Amount (USD/year)
Direct Dep.	Cutting	7	110	10,010
	Printing	17	110	24,310
	Sewing	137	110	195,910
	Inspection and Packing	7	110	10,010
	Warehousing	2	110	2,860
	Cutting & Printing (Leader)	1	275	3,575
	Sewing (Leader)	4	275	14,300
	Inspection (Leader)	1	275	3,575
	Quality Control	2	275	7,150
	Factory Manager	1	880	11,440
	Technical assistance (Foreigner)	2	2,200	57,200
Indirect Dep.	Administration and Accountant	3	550	21,450
	Top Management (Foreigner)	1	2,200	28,600
	Total	185		390,390

Plan of Labor for each year of MATSUYA R&D (Myanmar) Co., Ltd.

(2022)

	Position	No. of Employee	Monthly Salary (USD/month)	Annual Total Amount (USD/year)
Direct Dep.	Cutting	8	115	11,960
	Printing	22	115	32,890
	Sewing	171	115	255,645
	Inspection and Packing	8	115	11,960
	Warehousing	2	115	2,990
	Cutting & Printing (Leader)	1	290	3,770
	Sewing (Leader)	5	290	18,850
	Inspection (Leader)	1	290	3,770
	Quality Control	2	290	7,540
	Factory Manager	1	920	11,960
	Technical assistance (Foreigner)	2	2,300	59,800
Indirect Dep.	Administration and Accountant	3	580	22,620
	Top Management (Foreigner)	1	2,300	29,900
	Total	227		473,655

(2023)

	Position	No. of Employee	Monthly Salary (USD/month)	Annual Total Amount (USD/year)
Direct Dep.	Cutting	8	115	11,960
	Printing	22	115	32,890
	Sewing	171	115	255,645
	Inspection and Packing	8	115	11,960
	Warehousing	2	115	2,990
	Cutting & Printing (Leader)	1	290	3,770
	Sewing (Leader)	5	290	18,850
	Inspection (Leader)	1	290	3,770
	Quality Control	2	290	7,540
	Factory Manager	1	920	11,960
	Technical assistance (Foreigner)	2	2,300	59,800
Indirect Dep.	Administration and Accountant	3	580	22,620
	Top Management (Foreigner)	1	2,300	29,900
	Total	227		473,655

(2024)

	Position	No. of Employee	Monthly Salary (USD/month)	Annual Total Amount (USD/year)
Direct Dep.	Cutting	10	125	16,250
	Printing	26	125	42,250
	Sewing	203	125	329,875
	Inspection and Packing	10	125	16,250
	Warehousing	2	125	3,250
	Cutting & Printing (Leader)	1	320	4,160
	Sewing (Leader)	6	320	24,960
	Inspection (Leader)	1	320	4,160
	Quality Control	2	320	8,320
	Factory Manager	1	1,000	13,000
	Technical assistance (Foreigner)	2	2,500	65,000
Indirect Dep.	Administration and Accountant	3	640	24,960
	Top Management (Foreigner)	1	2,500	32,500
	Total	268		584,935

Plan of Labor for each year of MATSUYA R&D (Myanmar) Co., Ltd.

(2025)

	Position	No. of Employee	Monthly Salary (USD/month)	Annual Total Amount (USD/year)
Direct Dep.	Cutting	10	125	16,250
	Printing	26	125	42,250
	Sewing	203	125	329,875
	Inspection and Packing	10	125	16,250
	Warehousing	2	125	3,250
	Cutting & Printing (Leader)	1	320	4,160
	Sewing (Leader)	6	320	24,960
	Inspection (Leader)	1	320	4,160
	Quality Control	2	320	8,320
	Factory Manager	1	1,000	13,000
	Technical assistance (Foreigner)	2	2,500	65,000
Indirect Dep.	Administration and Accountant	3	640	24,960
	Top Management (Foreigner)	1	2,500	32,500
	Total	268		584,935

Importer Fixed Assets List of MATSUYA R&D (Myanmar) Co., Ltd.

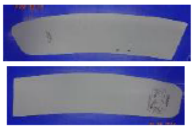
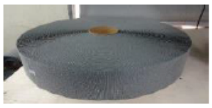
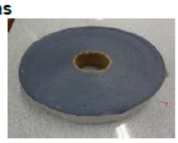
#	Item		HS Code	Unit Price (US$)	2016	2017	2018	2019	2020	Total Unit	Total Amount (US$)
1	Inspection Table			333	5	4	4	4		**17**	**5,667**
2	Working Table			429	8	6	6			**20**	**8,588**
3	Cutting Machine		8441801000	2,579	1					**1**	**2,579**
4	Sewing Machine			785	24	17	22			**63**	**49,451**
5	Sewing Machine		8452210000	575	5	4	4			**13**	**7,475**
6	Screen Printing Machine		8443399000	7,350				12		**12**	**88,200**
7	Full Auto End Cutter		84440010	3,413				2		**2**	**6,825**
8	Air-operated transduction semi-automatic slitter & bundler SL-2000		8444001000	11,806				1		**1**	**11,806**
9	Model 2A mutli-functional trabsition scutching cloth rewinder and share 30 to 60 degree angle SL-680-2A(380v 1.5Kw)		8444001000					1		**1**	
10	ST-250A(Blue Easy) intellingent end cutter		84440010	4,214				1		**1**	**4,214**
11	Forklift		87091900	15,217	1					**1**	**15,217**
12	Needle Detector		90318090	10,436				1		**1**	**10,436**
13	Ndraulic Rocked Arm Cutting Machine GSB-2C		8441801000	2,129				4		**4**	**8,514**
14	Cutting Mold		84807990	558				10		**10**	**5,580**
15	Cutting Machine			302				3		3	907
16	Drying Rack		8480790090	294				12		**12**	**3,527**
17	Generator (300KVA)		85013293	50,000	1					**1**	**50,000**
										Total	**278,986**

杉本賢治

Kenji Sugimoto

Promoter

Raw Material Requirement of MATSUYA R&D (Myanmar) Co., Ltd.

Raw Material	Norm / pc	unit	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
CR24	**(Unit: 1000)**		**1,200**	**2,400**	**3,600**	**3,600**	**4,800**	**4,800**	**6,000**	**6,000**	**7,200**	**7,200**
Tafeta (already cut and printed) 	30.0	g	36,000 kg	72,000 kg	108,000 kg							
Tafeta (Raw fabric) 	30.0	g				108,000 kg	144,000 kg	144,000 kg	180,000 kg	180,000 kg	216,000 kg	216,000 kg
Velcro 	5.5	g	6,600 kg	13,200 kg	19,800 kg	19,800 kg	26,400 kg	26,400 kg	33,000 kg	33,000 kg	39,600 kg	39,600 kg
Napped cloth (95F & 115F) (already cut) 	3.5	g	4,200 kg	8,400 kg	12,600 kg							
Napped cloth (95F & 115F) (Raw fabric) 	3.5	g				12,600 kg	16,800 kg	16,800 kg	21,000 kg	21,000 kg	25,200 kg	25,200 kg
Stopper Tube 	2.0	g	2,400 kg	4,800 kg	7,200 kg	7,200 kg	9,600 kg	9,600 kg	12,000 kg	12,000 kg	14,400 kg	14,400 kg
Bias 	1.5	g	1,800 kg	3,600 kg	5,400 kg	5,400 kg	7,200 kg	7,200 kg	9,000 kg	9,000 kg	10,800 kg	10,800 kg
Sewing thread 	2.0	m	2,400 m	4,800 m	7,200 m	7,200 m	9,600 m	9,600 m	12,000 m	12,000 m	14,400 m	14,400 m
Ink 	0.230	g				828 kg	1,104 kg	1,104 kg	1,380 kg	1,380 kg	1,656 kg	1,656 kg
Thinner 	0.025	g				90 kg	120 kg	120 kg	150 kg	150 kg	180 kg	180 kg

(note)

We consider defective rate in above calculation of raw material requirement. So we can reduce it by improving proficiency.

Our company will start Sewing process by CMP scheme at first. After that we will start Cutting also by ourself from 4th years.

Our company adopt CMP business scheme, raw material will be brought in Myanmar. (Not purchase)

杉本賢治

Kenji Sugimoto

Promoter

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MATSUYA R&D (Myanmar) Co., Ltd.

Utility Annual Requirement

Year	Electricity (kwh)	Unit Rate (MMK)	Total Amount (MMK)	Total Amount (USD)	Water (m^3)	Unit Rate (USD)	Total Amount (USD)
2016	43,776	96.6	4,228,762	4,271	600	0.50	300
2017	62,208	97.6	6,071,501	6,133	960	0.50	480
2018	82,944	98.2	8,145,101	8,227	1,440	0.50	720
2019	89,856	98.3	8,832,845	8,922	1,680	0.50	840
2020	117,504	98.7	11,597,645	11,715	2,160	0.50	1,080
2021	117,504	98.7	11,597,645	11,715	2,160	0.50	1,080
2022	138,240	102.2	14,128,128	14,271	2,640	0.50	1,320
2023	138,240	102.2	14,128,128	14,271	2,640	0.50	1,320
2024	172,800	106.8	18,455,040	18,641	3,120	0.50	1,560
2025	172,800	106.8	18,455,040	18,641	3,120	0.50	1,560

Exchange rate - 1 USD=990 MMK

For and on behalf of
MATSUYA R&D (Myanmar) Co., Ltd

杉本賢治

Kenji Sugimoto
Promoter / Authorized Representative

【Annexure 3】

Bank statements, Financial Statement and Certificate of Incorporation of subscribers

CERTIFICATE OF BALANCE OF DEPOSIT ACCOUNT
（残高証明書）

Kind of Deposit (取引の種類)	Amount (upper) (金 額) // Equivalent US$ (lower) (米ドル換算)	Summary (摘要) Unsettled Checks (未決済他店券)
Current Account (当座預金)	¥501,207- (US$ 4,823.00)	
Ordinary Deposit (普通預金)	¥62,170,107- (US$ 598,249.68)	¥655,421- (US$ 6,306.92) Unsettled Checks
Saving Account (貯蓄預金)	BLANK	
Deposit at Notice (通知預金)	BLANK	
Time Deposit (定期預金)	¥11,100,744- (US$ 106,820.09)	
Installment Saving (定期積金)	¥600,000- (US$ 5,773.67)	
Total (合計)	¥74,372,058- (US$ 715,666.45)	*At Exchange Rate T.T.S. @¥ 103.92 per US$1.00 Dated

Name :
(口座名義) MATSUYA R & D CO. LTD

Address : 3-19 MOTOMACHI ONO CITY FUKUI

We hereby certify that the deposit(s) we hold in your name show(s) the above amount(s) as at the close of business on March 31. 2014 .

㈱松屋アールアンドディ 名義 2014年 3 月 31 日現在の預金残高は、上記のとおり相違ないことを証明いたします。

Date : April 8. 2014
(日付)

株式会社 北陸銀行 大野 支店
(取扱店 支店)
The Hokuriku Bank, Ltd., Oono Branch
(on behalf of ________________ Branch)

Gen Nakamura
Signature

様式 総則②－３「英文残高証明書」(26. 3)

Balance Sheet

(as of 31 March 2013)

MATSUYA R&D CO., LTD. (JPY)

Assets		Liabilities	
Accounts	Amount	Accounts	Amount
【Current Assets】	**831,885,681**	**【Current liabilities】**	**611,833,134**
Cash and Cash equivalents	65,143,895	Note Payable	112,883,922
Notes Receivable	5,252,250	Accounts Payable	88,035,960
Accounts Receivable	530,706,986	Short-term Loans Payable	305,000,000
Securities	2,109,804	Current Portion of Long-term Loans Payable	75,079,000
Inventory	129,778,372	Accounts Payable - other	13,755,754
Advance Paid Receivable	20,000	Lease obligations	2,717,820
Accounts Receivable-other	17,573,271	Accrued Expenses	7,240,208
Suspense Payments	4,345,171	Deposits received	2,906,170
Prepaid Expenses	322,179	Corporate Income Tax Payable	4,214,300
Others current assets	75,946,902	**【Long-term Liabilities】**	**140,004,700**
Deferred Tax Assets	686,851	Long-term Loans Payable	97,913,000
【Fixed Assets】	**325,131,137**	Lease obligations	4,444,335
(Tangible fixed assets)	85,278,136	Provision for retirement benefits	37,569,665
Buildings	68,784,684	Long-term Accounts Payable - other	77,700
Buildings and accompanying facilities	4,211,648	**Total Liabilities**	**751,837,834**
Structures	3,163,902		
Machinery	690,669		
Vehicles	1,052,063		
Equipment fixtures	554,070		
Lease assets	6,821,100	**Net Assets**	
(Intangible fixed assets)	447,518	**【Shareholders' equity】**	**405,178,984**
Telephone subscription right	366,184	Capital	125,000,000
Software	81,334	Capital surplus	25,000,000
(Investments and other assets)	239,405,483	Capital reserve	25,000,000
Investments in securities	160,878,234	Earned surplus	255,178,984
Long-term Prepaid Expenses	32,406,267	Other accumulated profit	255,178,984
Guarantee Deposits	5,252,900	Retained earnings	255,178,984
Others investments and other assets	26,450,000	(Net Profit in current year)	24,939,482
Long-term Deferred Tax Assets	14,418,082	**Total Net Assets**	**405,178,984**
Total Assets	**1,157,016,818**	**Total Liabilitied and Net Assets**	**1,157,016,818**

Income Statement

(1 April 2012 to 31 March 2013)

MATSUYA R&D CO., LTD. (JPY)

Accounts	Amount	
【Sales】		
Sales	757,354,044	
Sales relating to Omron	544,767,043	
Sales relating to YKK	150,862,690	
Sales allowance and returns	▵ 1,983,766	1,451,000,011
【Cost of Sales】		
Beginning Goods	77,780,688	
Purchase of Goods	405,095,855	
Inport of Goods	123,391,862	
Purchase allowance and returns	▵ 428,518	
Cost of products manufactured	569,922,593	
Total	1,175,762,480	
Ending Goods	42,219,696	1,133,542,784
Gross Profit		**317,457,227**
【Selling, General and Administrative Expenses】		300,719,462
Operating Profit		**16,737,765**
【Non-operating income】		
Interest income	1,591,789	
Devidend income	1,370,475	
Gain on sales of securities	893,371	
Foreign exchange gains	34,272,529	
Miscellaneous income	1,577,491	39,705,655
【Non-operating expenses】		
Interest expense	6,060,708	
Loss on sales of notes payable	1,159,430	
Guarantee commission	247,500	
Miscellaneous loss	4,300	7,471,938
Ordinary profit		**48,971,482**
【Extraordinary profit】		
Gain on prior period adjustment	11,597,949	11,597,949
Net profit before income tax		**60,569,431**
Income taxes-current		29,058,079
Income taxes-correction		7,189,500
Income taxes-deferred		▵ 617,630
Net profit		**24,939,482**

Balance Sheet

(as of 31 March 2014)

MATSUYA R&D CO., LTD. (JPY)

Assets		Liabilities	
Accounts	Amount	Accounts	Amount
【Current Assets】	**879,131,938**	**【Current liabilities】**	**704,808,471**
Cash and Cash equivalents	96,919,508	Note Payable	155,953,375
Notes Receivable	1,636,350	Accounts Payable	75,594,221
Accounts Receivable	572,557,284	Short-term Loans Payable	390,000,000
Securities	2,086,989	Current Portion of Long-term Loans Payable	53,992,000
Inventory	106,449,399	Accounts Payable - other	9,552,253
Short-term Loans Receivable	6,175,200	Lease obligations	2,654,085
Advance Paid Receivable	10,000	Accrued Expenses	4,134,641
Accounts Receivable-other	25,140,690	Deposits received	305,396
Suspense Payments	5,343,469	Corporate Income Tax Payable	12,622,500
Prepaid Expenses	354,697	**【Long-term Liabilities】**	**88,002,559**
Others current assets	61,430,580	Long-term Loans Payable	43,921,000
Deferred Tax Assets	1,027,772	Lease obligations	1,790,250
【Fixed Assets】	**330,458,551**	Provision for retirement benefits	40,484,409
(Tangible fixed assets)	94,510,731	Long-term Accounts Payable - other	1,806,900
Buildings	68,927,835	**Total Liabilities**	**792,811,030**
Buildings and accompanying facilities	3,613,596		
Structures	2,924,735		
Machinery	504,856		
Vehicles	2,892,463		
Equipment fixtures	422,012	**Net Assets**	
Lease assets	4,232,700	**【Shareholders' equity】**	**417,027,331**
Land	10,992,534	Capital	125,000,000
(Intangible fixed assets)	1,078,184	Capital surplus	25,000,000
Telephone subscription right	366,184	Capital reserve	25,000,000
Software	712,000	Earned surplus	267,027,331
(Investments and other assets)	234,869,636	Other accumulated profit	267,027,331
Investments in securities	163,468,319	Retained earnings	267,027,331
Long-term Prepaid Expenses	39,152,950	(Net Profit in current year)	11,848,347
Guarantee Deposits	5,252,900	**【Valuation and translation adjustments】**	**△ 247,872**
Others investments and other assets	12,450,000	Unrealized holding gain (loss) on securities	△ 247,872
Long-term Deferred Tax Assets	14,545,467	**Total Net Assets**	**416,779,459**
Total Assets	**1,209,590,489**	**Total Liabilitied and Net Assets**	**1,209,590,489**

Income Statement

(1 April 2013 to 31 March 2014)

MATSUYA R&D CO., LTD. (JPY)

Accounts	Amount	
【Sales】		
Sales	589,403,501	
Sales relating to Omron	508,400,555	
Sales relating to YKK	159,675,115	
Sales allowance and returns	△ 11,050,100	1,246,429,071
【Cost of Sales】		
Beginning Goods	42,219,696	
Purchase of Goods	409,249,359	
Inport of Goods	103,828,981	
Cost of products manufactured	505,754,038	
Total	1,061,052,074	
Ending Goods	67,811,317	993,240,757
Gross Profit		**253,188,314**
【Selling, General and Administrative Expenses】		249,915,210
Operating Profit		**3,273,104**
【Non-operating income】		
Interest income	1,134,266	
Devidend income	3,198,726	
Foreign exchange gains	37,380,983	
Miscellaneous income	266,077	41,980,052
【Non-operating expenses】		
Interest expense	5,040,259	
Loss on sales of notes payable	438,227	
Guarantee commission	247,500	
Miscellaneous loss	2,046,850	7,772,836
Ordinary profit		**37,480,320**
Net profit before income tax		**37,480,320**
Income taxes-current		25,964,567
Income taxes-deferred		△ 332,594
Net profit		**11,848,347**

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03)3441-9291, Fax. (03)3447-7394

No. 974/ 48 01 02

This is to certify that the signature of Ms. Ayako OGAWA, official of the Ministry of Foreign Affairs, affixed to accompanying "NOTARIAL CERTIFICATE", under the Tokyo Legal Affairs Bureau, Registration No. 154970 dated 18th September 2014 is genuine.

The Embassy assumes no responsibility for contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
013
TOKYO

For Ambassador,
(Ei Zin Oo, First Secretary)

Dated: 19th September 2014

DECLARATION

I, Hidetaka Goto

do hereby solemnly and sincerely declare:

(1) That I am well acquainted with the Japanese and English Languages.

(2) That the attached documents:

- **Certificate of Commercial Registry**

are true English translation from the original Japanese texts or the copy of the original Japanese texts.

And I make this solemn declaration conscientiously believing the same to be true and correct.

Date: 16th September 2014

後藤秀隆

Hidetaka Goto
Representative Director
MATSUYA R&D CO., LTD.

CERTIFICATE OF COMMERCIAL REGISTRY

3-19 Motomachi, Ono City, Fukui
MATSUYA R&D CO., LTD.
Company Registration No. 2100-01-009917

Company name	MATSUYA SEWING MACHINES SALES CO., LTD.	
	MATSUYA R&D CO., LTD.	Changed on 21 May 1994
Head office	3-19 Motomachi, Ono City, Fukui	
Method of Public Notice	Publication in an official gazette	
Date of Incorporation	7 August 1982	
Purposes of Business	1 Manufacture and sale of sawing machines, as well as quality inspection of sawing machines on a commission basis. 2 Sale of audio equipment. 3 Manufacture of health-improvement appliances and tools. 4 Manufacture of cuffs for sphygmomanometers. 5 Manufacturing of automobile interior parts. 6 Sales and installation of security equipment. 7 Any business incidental or relating to any of the foregoing items. Changed on 27 June 2008 Registered on 2 July 2008	
The number of authorized shares	30,000 shares	Changed on 10 August 2007 Registered on 22 August 2007
Total Number, and Class and Number of Issued Shares	Total number of issued shares: 2,250 shares	Changed on 22 February 2007 Registered on 2 March 2007
Provision to the effect that issue share certificates	The company shall issue the share certificate.	Registered on 1 May 2006 based on Article 136, Act No. 87/2005
Capital amount	JPY 125,000,000	Changed on 22 February 2007 Registered on 2 March 2007
Restrictions on transferring of shares	Transfer of shares must be approved by the Board of Directors	
Name, address and office of administrator of shareholders list	1-4-1 Marunouchi, Chiyoda-ku, Tokyo Sumitomo Mitsui Trust Bank, Ltd. 4-5-33 Kitahama, Chuo-ku, Osaka City Sumitomo Mitsui Trust Bank, Ltd. Stock Transfer Agency Business Plannning Department Changed on 1 April 2012 Registered on 2 April 2012	

Reference No. ⼛ 038850 *The underlined parts mean the matters deleted.

3-19 Motomachi, Ono City, Fukui
MATSUYA R&D CO., LTD.
Company Registration No. 2100-01-009917

Officers	Director Hidetaka Goto	Reelected on 28 June 2013 Registered on 2 July 2013
	Director Hisayo Goto	Reelected on 28 June 2013 Registered on 2 July 2013
	Director Katsuhito Hasegawa	Reelected on 28 June 2013 Registered on 2 July 2013
	Director Isamu Akazawa	Elected on 28 June 2013 Registered on 2 July 2013
	1-2402 Wadahigashi, Fukui City Representative Director Hidetaka Goto	Reelected on 28 June 2013 Registered on 2 July 2013
	Corporate Auditor Hiroyuki Takahashi	Reelected on 24 June 2011 Registered on 27 June 2011
Matters concerning a company with a board of directors	Company with Board of Directors	Registered on 1 May 2006 based on Article 136, Act No. 87/2005
Matters concerning a company with corporate auditors	Company with Statutory Auditors	Registered on 1 May 2006 based on Article 136, Act No. 87/2005

This is to certify that this document contains all matters registered at present.

3 September 2014
Fukui Legal Affairs Bureau
Registrar Michiyo Tone

現在事項全部証明書

福井県大野市元町３番１９号
株式会社松屋アールアンドディ
会社法人等番号　２１００−０１−００９９１７

商　号	松屋縫製機器販売株式会社	
	株式会社松屋アールアンドディ	平成　６年　５月２１日変更
本　店	福井県大野市元町３番１９号	
公告をする方法	官報に掲載してする	
会社成立の年月日	昭和５７年８月７日	
目　的	１．縫製機械の製造、販売ならびに委託検査 ２．音響機器の販売 ３．健康器具の製造 ４．血圧計の腕帯の製造 ５．自動車内装部品の製造 ６．セキュリティ機器の販売、設置 ７．前各号に附帯する一切の業務 平成２０年　６月２７日変更	平成２０年　７月　２日登記
発行可能株式総数	３万株	平成１９年　８月１０日変更 平成１９年　８月２２日登記
発行済株式の総数並びに種類及び数	発行済株式の総数 ２２５０株	平成１９年　２月２２日変更 平成１９年　３月　２日登記
株券を発行する旨の定め	当会社の株式については、株券を発行する	平成１７年法律第８７号第１３６条の規定により平成１８年　５月　１日登記
資本金の額	金１億２５００万円	平成１９年　２月２２日変更 平成１９年　３月　２日登記
株式の譲渡制限に関する規定	当会社の株式を譲渡するには、取締役会の承認を受けなければならない。	
株主名簿管理人の氏名又は名称及び住所並びに営業所	東京都千代田区丸の内一丁目４番１号 三井住友信託銀行株式会社 大阪市中央区北浜四丁目５番３３号 三井住友信託銀行株式会社　証券代行部	

福井県大野市元町３番１９号
株式会社松屋アールアンドディ
会社法人等番号　2100－01－009917

	平成２４年　４月　１日変更	平成２４年　４月　２日登記
役員に関する事項	取締役　　後　藤　秀　隆	平成２５年　６月２８日重任 平成２５年　７月　２日登記
	取締役　　後　藤　久　代	平成２５年　６月２８日重任 平成２５年　７月　２日登記
	取締役　　長　谷　川　克　人	平成２５年　６月２８日重任 平成２５年　７月　２日登記
	取締役　　赤　澤　勇	平成２５年　６月２８日就任 平成２５年　７月　２日登記
	福井市和田東一丁目２４０２番地 代表取締役　　後　藤　秀　隆	平成２５年　６月２８日重任 平成２５年　７月　２日登記
	監査役　　高　橋　寛　行	平成２３年　６月２４日重任 平成２３年　６月２７日登記
取締役会設置会社に関する事項	取締役会設置会社	平成１７年法律第８７号第１３６条の規定により平成１８年　５月　１日登記
監査役設置会社に関する事項	監査役設置会社	平成１７年法律第８７号第１３６条の規定により平成１８年　５月　１日登記

これは登記簿に記録されている現に効力を有する事項の全部であることを証明した書面である。
（福井地方法務局管轄）

平成２６年　９月　３日
福井地方法務局
登記官　　　刀　禰　三　知　代

整理番号　ム038850　　＊　下線のあるものは抹消事項であることを示す。

平成２６年登簿第 306 号

認　　証

嘱託人 株式会社松屋アールアンドディ 代表取締役 後藤秀隆 の代理人 藤井大輔 は，本公証人の面前で，前記嘱託人が別紙編綴の書面に署名したことを自認する旨陳述した。

よって、これを認証する。

平成２６年 9 月 18 日、本公証人役場において

東京法務局所属
公証人
Notary

高井新二

Shinji TAKAI

総公証 № 154970 号

証　　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２６年 9 月 18 日

東京法務局長　石田一宏

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date SEP. 18. 2014

Kazuhiro ISHIDA
Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date SEP. 18. 2014

A. Ogawa

Ayako OGAWA

Tokyo, ______________________

Official
Ministry of Foreign Affairs
(Consular Service Division)

Registered No.306

NOTARIAL CERTIFICATE

This is to certify that Mr. Daisuke FUJII, an agent of Mr. Hidetaka GOTO, Representative Director of MATSUYA R & D CO., LTD., has stated in my very presence that said Mr. Hidetaka GOTO acknowledged himself to have signed to the attached document.

Dated this 18th day of September, 2014

Shinji Takai

SHINJI TAKAI

NOTARY

TOKYO LEGAL AFFAIRS BUREAU
NOTARY
NO.9-23 2-CHOME SHINJUKU
SHINJUKUKU TOKYO
JAPAN

CERTIFICATE OF BALANCE OF DEPOSIT ACCOUNT
（残高証明書）

Kind of Deposit (取引の種類)	Amount (upper) (金 額) // Equivalent US$ (lower) (米ドル換算)	Summary (摘要) Unsettled Checks (未決済他店券)
Current Account (当座預金)	BLANK	
Ordinary Deposit (普通預金)	¥14,071,750 (US$ 135,045.58)	
Saving Account (貯蓄預金)	BLANK	
Deposit at Notice (通知預金)	BLANK	
Time Deposit (定期預金)	BLANK	
Installment Saving (定期積金)	BLANK	
Total (合計)	¥14,071,750 (US$ 135,045.58)	*At Exchange Rate T.T.S. @¥ 104.20 per US$1.00 Dated

Name : (口座名義) HIDETAKA GOTOU

Address : 1003 PUTIABENYU WADAHIGASI 2402 WADAHIGASI 1 TYOUME FUKUICITY FUKUI

We hereby certify that the deposit(s) we hold in your name show(s) the above amount(s) as at the close of business on April. 1. 2014 .

後藤 英孝 名義 26 年 4 月 1 日現在の預金残高は、上記のとおり相違ないことを証明いたします。

Date : April. 16 .2014
(日付)

株式会社 北陸銀行 大野 支店
(取扱店 支店)

The Hokuriku Bank, Ltd., Oono Branch
(on behalf of ________ Branch)

Gen Nakamura

Signature

様式 総則②－３「英文残高証明書」(26. 3)

CERTIFICATE OF BALANCE OF DEPOSIT ACCOUNT

（残高証明書）

Kind of Deposit (取引の種類)	Amount (upper) (金　額) // Equivalent US$ (lower) (米ドル換算)	Summary (摘要) Unsettled Checks (未決済他店券)
Current Account (当座預金)	BLANK	
Ordinary Deposit (普通預金)	BLANK	
Saving Account (貯蓄預金)	BLANK	
Deposit at Notice (通知預金)	BLANK	
Time Deposit (定期預金)	¥2,347,698 (US$22,530.69)	
Installment Saving (定期積金)	BLANK	
Total (合計)	¥2,347,698 (US$22530.69)	* At Exchange Rate T.T.S. @¥ 104.20 per US$1.00 Dated

Name :
(口座名義) HIDETAKA GOTOU

Address : 1003 DUTIABENYU WADAHIGASHI 2402 WADAHIGASHI 1CHOME FUKUICITY FUKUI

We hereby certify that the deposit(s) we hold in your name show(s) the above amount(s)

as at the close of business on April. 1. 2014 .

後藤 秀隆 名義 26 年 4 月 1 日現在の預金残高は、上記のとおり相違ないことを証明いたします。

Date : April .16.2014
(日付)

株式会社 北陸銀行 大野 支店
(取扱店 支店)

The Hokuriku Bank, Ltd., Oono Branch
(on behalf of ______ Branch)

Gen Nakamura
Signature

様式 総則②－３「英文残高証明書」(26.3)

【Annexure 4】

Land lease Agreement (Draft), Location map
and AGO recommendation Letter

SUB-LEASE AGREEMENT

FOR

PLOT NO. A 7-2

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

Sub-Lease Agreement
Mingaladon Industrial Park

This Sub-Lease Agreement (hereinafter referred to as the "Agreement") is made at , on the day of , 2014 between;

1. **Mingaladon Industrial Park Co., Ltd.,** located at Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar (hereinafter referred to as the "Lessor") on the one part.

Matsuya R&D Co., Ltd., located at Plot No. A 7-2, Mingaladon Industrial Park, Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar. (hereinafter referred to as the "Lessee") on the other part;

(The Lessor and the Lessee are hereinafter jointly referred to as the "Parties", including any successors by law to replace the "Parties" independently referred to as the "Party".)

NOW, HEREBY MUTUALLY AGREES AS FOLLOWS;

Chapter 1. The Scope of the Agreement

Clause 1. **1.1** The Lessor agrees to lease, and the Lessee agrees to take on the lease, **Plot No. A 7-2** as per the plan attached hereto as **Exhibit A**, which shall be deemed as an integral part hereof, the land with the total area of **7,993.00** square-meter (hereinafter referred to as the "Land"),in the Mingaladon Industrial Park (hereinafter referred to as "MIP"), for the purpose of Manufacturing of Blood Pressure Cuff for the period commencing **from the issuing date of the Physical Delivery Receipt** pursuant to Clause 1.2 below and ending on the date 7th February, 2048 (hereinafter referred to as the "Lease Period").

1.2 Subject to the full payment by the Lessee of the Land Use Premium

under Clause 3.1 and **Myanmar Investment Commission's permit**, the land shall be delivered to the Lessee by issuing the Physical Delivery Receipt (hereinafter referred to as the "Receipt") attached hereto as **Exhibit B** by the Lessor provided that the Lessor have confirmed that the Lessee has satisfied all of its obligations stipulated within this Agreement.

1.3 Any costs and expenses, which relates to the execution of this Agreement, of the Land and/or the Lessee's business in the MIP shall be borne by the Lessee.

Chapter 2. Warranty and Representation

Clause 2. Each Party represents and warrants to the other Party that it is a legal person duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement.

Chapter 3. Payment Terms

Clause 3. **3.1** In consideration for the Lessee's right to take on the lease of the Land, the Lessee shall pay the Lessor land use premium (hereinafter referred to as the "Land Use Premium") totally amounting to **US$ 463,594.00 (United States Dollars Four Hundred and Sixty Three Thousand Five Hundred and Ninety Four only)** as follows:-

a. FIRST INSTALMENT

The booking fee which has already been received by the Lessor under the Provisional Allotment amounting to **US$ 46,359.40 (United States Dollars Forty Six Thousand Three Hundred Fifty Nine and Cents Forty only)** (hereinafter referred to as the "First Instalment") shall be paid appropriated for the First Instalment of 10% (ten percent) of the Land Use Premium on the date of signing of this Agreement.

b. SECOND INSTALMENT

Within 30 days after signing of this Agreement, 50% (fifty percent) of the Land Use Premium amounting to **US$ 231,797.00 (United States Dollars Two Hundred and Thirty One Thousand Seven Hundred and Ninety Seven only)** shall be paid to the Lessor (hereinafter referred to as the "Second Instalment") failing which Lessor shall have the right to terminate this Agreement at its own discretion and the First Instalment shall be forfeited

c. FINAL INSTALMENT

40% (forty percent) of the Land Use Premium amounting to **US$ 185,437.60 (United States Dollars One Hundred and Eighty Five Thousand Four Hundred Thirty Seven and Cents Sixty only)** (hereinafter referred to as the "Final Instalment") shall be paid to the Lessor by the Lessee either within 4 (four) months after signing of the Agreement or upon the Lessor's issuing of the Receipt whichever comes earlier, failing which the Lessor shall have the right to terminate this Agreement at its own discretion and the First Instalment and the Second Instalment shall be forfeited.

3.2 Each instalment of the Land Use Premium shall only be deemed to be received by the Lessor after the said amounts in full had been remitted and credited to the bank account of the Lessor at the bank designated by the Lessor.

Chapter 4. Annual Land Rent and Other Fees

Clause 4. In addition to the above consideration, the Lessee shall pay the annual land rent (hereinafter referred to as the "Land Rent") on yearly basis at the rate of **US$ 0.30** (thirty cents)per year per one square meter, i.e. **US$ 2,397.90(United States Dollars Two Thousand and Three Hundred Ninety Seven and Cents Ninety only)** stipulated in Clause 1 herewith as well as the Management Fees and Utility Charges (hereinafter collectively referred to as the "Fees") to be paid in accordance with the estate conditions of the Mingaladon Industrial Park (hereinafter referred to as the "Additional Conditions") attached hereto as **Exhibit C.** The Lessee shall pay the Land Rent to the Lessor each year not later than the 5th day of December of the preceding year.

Clause 5. The Lessee hereby acknowledges and accepts the right of the Lessor to review and change the rate of the Land Rent at the end of every 5 (five) year period at a rate of no more than 15% (fifteen percent) of the previous rate.

Clause 6. **6.1** Whenever the cadastral surveying has been done and found that there is a change of area of the Land which does not conform to the area as stipulated in the Agreement, the Lessor shall inform the Lessee thereof to pay and the Lessee agrees to pay the new amount of the Land Use Premium, the Land Rent and the Fees, based on the adjusted area of the Land from the subsequent date of such notification.

6.2 Subject to Clause 4 hereof, the Lessee and the Lessor agree that the balance of the Land Use Premium, the Land Rent and the Fees for the adjusted part of Land measured by the Lessor during the period from the commencement date of the Lease Period to the date of the notification by the Lessor to the Lessee pursuant to the first paragraph of this Clause 4 shall not be paid or reimbursed.

Chapter 5. Event of Default

Clause 7. If at any time and for any reason, the Lessee be in default in any payment of the Land Use Premium, the Land Rent and the Fees, the Lessee agrees to pay the Lessor the delayed interest at the rate of 18% (eighteen percent) per year for the unpaid portion of the Land Use Premium, the Land Rent and the Fees, as the case may be, until the date on which the payment is actually remitted and credited to the bank account of the Lessor stipulated in Clause 3.2.

Chapter 6. Security of Annual Land Rent

Clause 8. **8.1** The Lessee agrees to provide a security deposit (hereinafter referred to as the "Security") to the Lessor on the date of the signing of this Agreement by means of cash deposit (hereinafter referred to as the "Cash Deposit") equivalent to the amounts of the Land Rent stipulated in Clause 4 and Clause 5 amounting to **US$ 2,397.90(United States Dollars Two Thousand and Three Hundred Ninety Seven and Cents Ninety only)**.

8.2 If the Lessee, having received the Lessor's notice after causing any damages and/or losses to the Lessor or being in default of the Land Rent and the Fees caused by the Lessee, the Lessee agrees that the Lessor is entitled to deduct the amount due from the Cash Deposit.

8.3 If the amount of the Cash Deposit falls below the full amount as prescribed in Clause 8.1 for whatsoever reason, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty five) days from the date of the notification by the Lessor.

8.4 If the Land Rent is changed by the Lessor pursuant to Clause 5 of the Agreement, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty five) days from the date of the notification by the Lessor.

8.5 The Security shall be returned to the Lessee with no interest thereon

only if and when this Agreement expires or is terminated and all of the obligations of the Lessee have been deemed to be completed by the Lessee.

Chapter 7. Ownership of Constructed Property and the Lessee's Duties

Clause 9. All facilities and materials on the Land brought by the Lessee shall belong to the Lessee (hereunder referred to as the "Lessee's Properties").

Clause 10. The Lessor acknowledges that the Lessee's Properties except immovable assets may be mortgaged, pledged, or guaranteed against the Lessee's debts with financial institutions or any third parties. The Land lease right granted to the Lessee under this Agreement shall not be mortgaged, pledged or guaranteed for any purpose no matter whatsoever reasons or at any event.

Clause 11. Under Clause 10, the Lessee shall not assign or transfer the right to lease the Land to other persons nor transfer to other persons, in whole or in part, its rights or obligations hereunder nor do anything to endanger the Lessor's rights to the Land nor sublease the Land, without the Lessor's prior written approval which shall be issued at the Lessor's sole discretion and subject to the approval of the Myanmar Investment Commission. In such case, the Lessee shall abide by the Myanmar Companies Act, and other applicable Laws, rules and regulations stipulated by the Government and the relevant authorities.

Clause 12. **12.1** The Lessee shall strictly comply with the laws, rules, and regulations of the government and local authorities and observe the order of the Lessor or the Lessor's agent, relating to compliance with this Agreement.

12.2 The Lessee shall ensure that his and/or her foreign personnel and their families shall abide by the Laws of the Republic of the Union of Myanmar and they shall not interfere in the internal affairs of the Republic of the Union of Myanmar.

Clause 13. Within the Lease Period, the Lessee permits the Lessor to inspect the factory building and any other building on the Land with the full cooperation of the Lessee.

Clause 14. The Lessee must keep the Land in good condition at his own expense throughout the Lease Period. The Lessee shall be responsible for any damage and losses occasioned to the Lessor from loss of possession of the Land due to intrusion by outsiders, or lose of any right and interest of the Lessor in respect of the Land due to negligence, default or wilful act of the Lessee, and the Lessee shall accordingly compensate the Lessor in full for

such damages and losses.

Clause 15. The Lessee shall bear all taxes, duties and fees charged by the government or local authorities throughout the Lease Period on or relating to the payment of the Land Use Premium, the Land Rent or the Fees and/or its business on the Land.

Clause 16. Should the Lessor suffer damages for whatever reason, directly or indirectly, arising from the performance or non-performance by the Lessee, or its employees, agents, servants or visitors in relation to its business in MIP, the Lessee shall be liable for and shall make full compensation for such damages of whatsoever kind to the Lessor.

Clause 17. **17.1** The Lessee shall complete the construction of the factory building on the Land within the period of 2 (two) years or any longer period approved by the Lessor from the date of the commencement of the Lease.

17.2 Should the Lessee fail to complete the construction work within such period, the Lessee agrees that this event shall constitute a breach of this Agreement, and the Lessor reserves the right to terminate this Agreement pursuant to Chapter 9 set out below and the Lessor shall have the right to re-enter into the said Land.

Clause 18. During the construction of the factory building on the Land, the Lessee shall agree to permit the Lessor or his agent to inspect the construction at all times. The Lease shall provide convenience and cooperative support and follow the Lessor's advice. Should the Lessor consider that any construction is not in accordance with the detailed Additional Conditions, the Lessor is entitled to instruct the Lessee to correct the construction and the Lessee shall make best efforts to observe the Lessor's instruction. If the Lessor considers that the said faults involve an essential element, the Lessor shall have the right to instruct the Lessee to stop the construction immediately. Any delay or damage arising therefrom cannot be claimed by any event for the extension of the construction period and/ or for reimbursement by the Lessor. Should the plan or the details of construction involve any fault the Lessee agree to let the Lessor decide and such decision shall be final.

Clause 19. The Lessee shall strictly abide by the Additional Conditions and other rules and conditions which shall be attached as an integral part of this Agreement. The Lessee shall comply in full with all the clauses contained therein. In the event of the Lessee's failing to do so, the Lessor shall serve a notice demanding the Lessee to observe and perform in accordance with the Agreement and the Additional Conditions within six months, and if the Lessee still fails to perform fully within that period, the Lessor shall sanction the Lessee in

accordance with the codes mentioned in the Additional Conditions, and the Lessor shall have the right to terminate the Agreement at its sole discretion and to claim and receive from the Lessee all damages incurred directly or indirectly therefrom.

Clause 20. In the event of Lessee's failing to perform in accordance with any clause, apart from default of payment as specified in Chapter 5, the Lessor shall send a letter of notice to the Lessee demanding observance of the agreement within a specified period, and if the Lessee still does not fully perform within such period, then the Lessor shall have the right to terminate the Agreement at its sole discretion and to claim and receive from Lessee all damages incurred directly or indirectly therefrom.

Chapter 8. Arbitration

Clause 21. **21.1** If any dispute arises out of this Agreement or any other agreement or document executed in connection with this Agreement, the Parties hereto shall consult with each other in good faith in order to settle such dispute amicably.

21.2 In the event that such dispute can not be settled amicably, it shall be settled in The Republic of the Union of Myanmar by Arbitration, through two arbitrators, each one of whom shall be appointed by each Party. Should the arbitrators fail to reach an agreement, then such dispute shall be referred to an Umpire nominated by those arbitrators. The decision of the arbitrators or the Umpire shall be final and binding upon both Parties.

21.3 The Arbitration proceedings shall in all respects conform to the Myanmar Arbitration Act, 1944 (Myanmar Act No. IV, 1944) or any subsisting statutory modification thereof. The venue of Arbitration shall be in Yangon, the Republic of the Union of Myanmar. The Arbitration fees shall be borne by the losing Party.

Chapter 9. Termination

Clause 22. **22.1** Should the Agreement be terminated for one of the following reasons;

(a) Breach of condition of this Agreement by the other Party without rectification within 30 (thirty) days from the written notification of the other Party,
(b) Force Majeure persisting for more than 6 (six) months after the occurrence thereof,
(c) Incapability of implementing the original aims and object of the Lessee,

the Lessee agrees to stop operations immediately and remove all Lessee's Properties mentioned in Chapter 7 from the Land within 30 (thirty) days from the date of termination

and return the Land to the Lessor in good condition. If the Lessee fails to do so, the Lessee agrees to pay the Lessor daily damages calculated as follows;

$$\frac{\textbf{Land Rent per year at the time of the termination x 20}}{\textbf{365}}$$

Until the Lessee shall have duly completed such removal and return. Regarding removal of the Lessee's Properties, the Lessee shall bear all related costs of such removal.

22.2 If the Lessee fails to remove such Lessee's Properties or cannot complete the removal, the Lessee shall permit the Lessor to remove such Lessee's Properties and the Lessee shall bear all expenses and damages as mentioned in Clause 22.1 until the day which is deemed by the Lessor as the day of complete removal. In no event shall the Land Use Premium specified in Clause 3 be decreased or refunded due to the termination of the Agreement.

Chapter 10. Notice

Clause 23. Any notice or other communication required to be given or sent hereunder shall be in English and be left or sent by prepaid registered post (airmail, if overseas) or telex or electronic mail or facsimile transmission or international courier to the Party concerned at its address given underneath describing the names and addresses or such address as the Party concerned shall have notified in concurrence with this Clause to the other Party.

Lessor : Name : **Mingaladon Industrial Park Co., Ltd.**
Address : Corner of No.3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar.

Lessee : Name : **Matsuya R&D Co., Ltd.**
Address : Plot No. A 7-2, Mingaladon Industrial Park, Corner of No.3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar.

Chapter 11. Governing Law

Clause 24. **24.1** This Agreement shall be governed by and construed under the Laws of the Republic of the Union of Myanmar and the Parties hereby submit to the jurisdiction of the relevant Court of Myanmar and all Courts competent to hear appeals therefrom.

24.2 .In the event that any provision of the Agreement is deemed invalid, unlawful or unenforceable under any applicable law, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or impaired and this Agreement shall be construed as if such invalid, unlawful or unenforceable provision had never been contained in this Agreement.

Chapter 12. Force Majeure

Clause 25. **25.1** If either Party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such Party as are effected by such Force Majeure shall, with the approval of the other Party, be suspended during the continuance of the disability so caused, as far as possible, be removed with all reasonable dispatch. Neither Party shall be responsible for delay damage or loss caused by Force Majeure.

25.2 The term, Force Majeure shall mean Acts of God, wars, strikes, lock outs, industrial disturbances, explosions, earthquakes, floods, typhoons, fires, storms, lightning and other causes similar to the kind herein enumerated which are beyond the control of either Party and which by exercise of due care and diligence, either Party is unable to overcome.

Chapter 13. Mineral Resources and Treasures

Clause 26. Mineral resources, treasure, gems, antique objects and other natural resources discovered unexpectedly from, in or under the Land during the Lease Period of the Agreement shall be the property to the Government of the Republic of the Union of Myanmar and the Government of the Republic of the Union of Myanmar shall be at liberty to excavate the aforesaid at any time.

Chapter 14. Protection of Environment

Clause 27. The Lessee shall be responsible for the protection and preservation of the environment in and around the Land, and shall be able to control pollution of air, water and land and not to cause any environmental degradation. The Lessee shall also take necessary measures in order to make environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the Land environmental friendly.

Chapter 15. Modification of the Agreement

Clause 28. In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and that it warrants amendments to this Agreement, the Parties hereto shall make necessary negotiations with a view to making such necessary amendments.

Chapter 16. Retransfer of the Land

Clause 29. **29.1** At the end of the Lease Period, the Lessee shall transfer the Land to Lessor within 3 (three) months in good condition, ground damages having been refilled or repaired.

29.2 The Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/or disposed of within 3 (three) months, not affecting the Lessor's right to claim for the rent up to the date of complete evacuation and damages caused to the Land by the Lessee.

29.3 Notwithstanding the above Clause 29.1, a new agreement for further period may be negotiated and agreed upon between the Parties before the expiry of the Lease Period upon the request of the Lessee.

Chapter 17. Condition Precedent

Clause 30. This Agreement shall become valid upon signing by the Parties hereof and validity of this Agreement shall be subject to and conditional upon receipt of the approval from Myanmar Investment Commission.

This Lease Agreement is made in triplicate having the same contents. Both Parties have read

and thoroughly understood this document and the accompanying Additional Conditions of the MIP, and hereunto affix their signatures. Each Party shall keep one copy and the remaining one will be submitted to the official for registration.

The Lessor: On and behalf of
Mingaladon Industrial Park Co., Ltd.

Min Htein	Shigeo HANA
Chairman	Managing Director

The Lessee: On the behalf of
Matsuya R&D Co., Ltd.

Name : Hidetaka Goto
Title : President

In the present of

Name : Myint Myint Mu	Name :
Designation : Director (Finance)	Designation:
Address : Department of Human Settlement and Housing Development	Address :

EXHIBITS

A:SITE PLAN OF MINGALADON INDUSTRIAL PARK
B:PHYSICAL DELIVERY RECEIPT
C:ADDITIONAL CONDITIONS FOR LEASE OF MINGALADON INDUSTRIAL PARK

PROVISIONAL ALLOTMENT

FOR

PLOT NO. A-7-2

OF

MINGALADON INDUSTRIAL PARK

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

Provisional Allotment for
Plot No. A-7-2 of
Mingaladon Industrial Park

This Provisional Allotment for Plot No. A-7-2 of Mingaladon Industrial Park is made and issued in Yangon on the 31 day of January, 2013 to,

Mingaladon Industrial Park Co., Ltd., located at Corner of No. 3 Highway Road & Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar (hereinafter referred to as the "Lessor");

by,

Matsuya R&D Co., Ltd., located at 3-19 Motomachi Ono City Fukui Japan. (hereinafter referred to as the "Prospective Lessee");

NOW ALLOTMENT TO THE LESSOR AS FOLLOWS;

1.1 Desire to Lease

The Prospective Lessee hereby issues and submits this Provisional Allotment (hereinafter referred to as the "Allotment") to hold a right to lease a land developed or to be developed in the Mingaladon Industrial Park (hereinafter referred to as the "MIP"), which is an industrial estate located at Mingaladon Township, Yangon, The Republic of the Union of Myanmar, described as **Plot No. A-7-2** having an area of **7,993.00 square-meter** (hereinafter referred to as the "Land") and marked on the SITE PLAN OF THE MINGALADON INDUSTRIAL PARK, attached as Exhibit A to the Sub-Lease Agreement of MIP (hereinafter referred to as the "Agreement").

2.1 Consideration

In consideration for the Prospective Lessee's right to lease the Land, the total amount payable is **US$ 383,664.00 (United States Dollars Three Hundred and Eighty Three Thousand Six Hundred and Sixty Four only)** (hereinafter referred to as the "Land Use Premium"), as indicated at Chapter 3 as Payment Terms (hereinafter referred to as the "Payment Terms"), in the Agreement.

2.2 Booking Fee

In accordance with the Payment Terms, the Prospective Lessee shall pay to the Lessor 10% (ten percent) of the Land Use Premium as a Booking Fee, within 30 days from the date of signing by both parties, the amount of **US$ 38,366.40 (United States Dollars Thirty Eight Thousand Three Hundred and Sixty Six and Cents Forty only)** (hereinafter referred to as the "Booking Fee") provided that the Lessor accepts this Allotment, at his sole discretion, which and thereby shall inform to the Prospective Lessee, accompanied with detailed payment instructions for the Booking Fee, which is refundable only in the event of the stipulation at 3.2 herein. Booking Fee shall be allotted to the first instalment of the Payment Terms at the signing of the Agreement.

3.1 Reservation Period

Provided that this Allotment is accepted by the Lessor pursuant to 2.2 hereinabove, the Lessor shall hold the Plot described hereto as 1.1, up to 120 days from the date of the acceptance of this Allotment by the Lessor (hereinafter referred to as the "Reservation Period").

3.2 Cancellation of Allotment

The Lessor reserves the right to cancel this Allotment for any reason whatsoever at his sole discretion and the Prospective Lessee agrees that the Lessor reserves such right. In case this Allotment is terminated by the Lessor within the Reservation Period, the Lessor shall refund the Booking Fee without Interest with a written notice of termination of this Allotment to the Prospective Lessee.

3.3 Result of Expiration of Allotment

In the event that the Prospective Lessee fails to enter into the Agreement within the Reservation Period for whatever reason, the Lessor is entitled to forfeit the Booking Fee and shall not have any obligation(s) to the Prospective Lessee in whatsoever kind from the expiration of the Reservation Period, including but not limited to the reservation of the Land.

4.1 Notices

Any correspondence to the Prospective Lessee's address contained herein or to an address which the Lessor has been informed of in writing, will be deemed to be lawfully delivered and to be received and acknowledged by the Prospective Lessee on the date which the document should normally reach such address.

5.1 Assignment

In any event, should the Prospective Lessee desires to assign this valid Allotment to a third party, the Prospective Lessee agrees that such assignment of this Allotment is subject to prior written approval by the Lessor at his sole discretion.

6.1 Subordination

Notwithstanding whatever is stipulated herein, in the event that the Prospective Lessee enters into the Lease Agreement for the Land, this Allotment shall thereupon be terminated.

7.1 Expenses

The Prospective Lessee must bear all taxes, duties and fees charged by the government and/or local authorities and any other related expenses regarding this Allotment.

8.1 Amendments

The Prospective Lessee hereby acknowledges and accepts the fact that the Allotment is subject to change due to instructions made by local authorities of the Republic of the Union of Myanmar. The changes will be notified in writing manner, when applicable.

9.1 Others

One (1) set of this Allotment shall be submitted by the Prospective Lessee to the Lessor. After being reviewed and accepted by the Lessor, the Lessor shall execute the Allotment and send a copy of the executed Allotment to the Prospective Lessee for record purposes, and the executed date shall constitute the commencement date for the Reservation Period of this Allotment.

On the date first mentioned above;

THE PROSPECTIVE LESSEE: **Matsuya R&D Co., Ltd.**

後藤秀隆

Name : Hidetaka Goto

Title : President

ACCEPTED BY THE LESSOR ON THE DATE OF 31st January 2013

THE LESSOR: **Mingaladon Industrial Park Co., Ltd.**

Shigeo Hana

Name : Shigeo HANA

Title : Managing Director

ADDENDUM TO PROVISIONAL ALLOTMENT
BETWEEN
MINGALADON INDUSTRIAL PARK CO., LTD.
AND
MATSUYA R&D COMPANY LIMITED
FOR THE LEASE OF PLOT NO. A-7-2
INSIDE MINGALADON INDUSTRIAL PARK

This Addendum (hereinafter referred to as "Addendum") to Provisional Allotment is made and issued in Yangon on the 8 day of MAY 2013,

by and between

Mingaladon Industrial Park Co., Ltd., located at Corner of No. (3) Highway and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar, (hereinafter referred to as "**Lessor**" on the one part,

and

Matsuya R&D Co., Ltd.,, whose address is 3-19 Motomachi Ono City Fukui Japan (hereinafter referred to as "**Prospective Lessee**") on the other part;

WHEREAS: The Lessor and the Prospective Lessee previously entered into the Provisional Allotment for the Lease of Plot No. A-7-2, having an area of **7,993.00** square-meters inside Mingaladon Industrial Park on the 31st day of January 2013;

WHEREAS: After the execution of the Provisional Allotment, there may have been some delay in attaining the Investment Permit issued by Myanma Investment Commission on the part of the Prospective Lessee;

WHEREAS: The Prospective Lessee has already paid 10% (ten percent) of the Land Use Premium as the Booking Fee amounting **US$ 38,366.40 (United States Dollars Thirty Eight Thousand Three Hundred and Sixty Six and Cents Forty only)** to the Lessor.

WHEREAS: The Prospective Lessee also would like to extend the Reservation Period mentioned in the Clause No. 3.1 of the Provisional Allotment for the delay in attaining the Investment Permit issued by Myanma Investment Commission.

WHEREAS: The Lessor also requires granting an opportunity for the Prospective Lessee to continue trying to get the Investment Permit for future mutual benefits.

NOW THEREOF, in consideration of the promises and mutual covenants set forth, the Parties hereby agreed to make additional terms and conditions to the said Provisional Allotment as follows:

1. In consideration of the right of the Prospective Lessee after the Payment of the Booking Fee for the proposed Land, the Lessor shall hold the proposed Land up to (120) days as Reservation Period as mentioned in the Clause No. 3.1 of the Provisional Allotment from the date of the Lessor's Acceptance of the Provisional

Allotment. However, in consideration for the future mutual benefits between the Lessor and the Prospective Lessee, the Lessor may wait and hold the proposed Land for another (120) days or any longer period negotiated and agreed by the Lessor.

2. After the period mentioned in the above clause, in the event that the Prospective Lessee fails to enter into Sub-Lease Agreement and to attain the Investment Permit issued by Myanma Investment Commission, the Lessor shall refund the Booking Fee without interest to the Prospective Lessee.
3. Consequently, the Provisional Allotment already made for the said Land shall be null and void, and the Allotment shall be cancelled.
4. The said Land shall no longer be hold for the Prospective Lessee.
5. The Prospective Lessee must bear any related expenses regarding the refund of the Booking Fee.

Both Parties have read, understood and agreed to the terms and conditions of this Addendum as set forth herein.

On behalf of
Mingaladon Industrial Park Co., Ltd.

[signature]

Name: Shigeo HANA
Title: Managing Director
Date: 8 MAY 2013

On behalf of
Matsuya R&D Co., Ltd.,

後藤秀隆

Name: Hidetaka Goto
Title: President
Date: 01. MAY. 2013

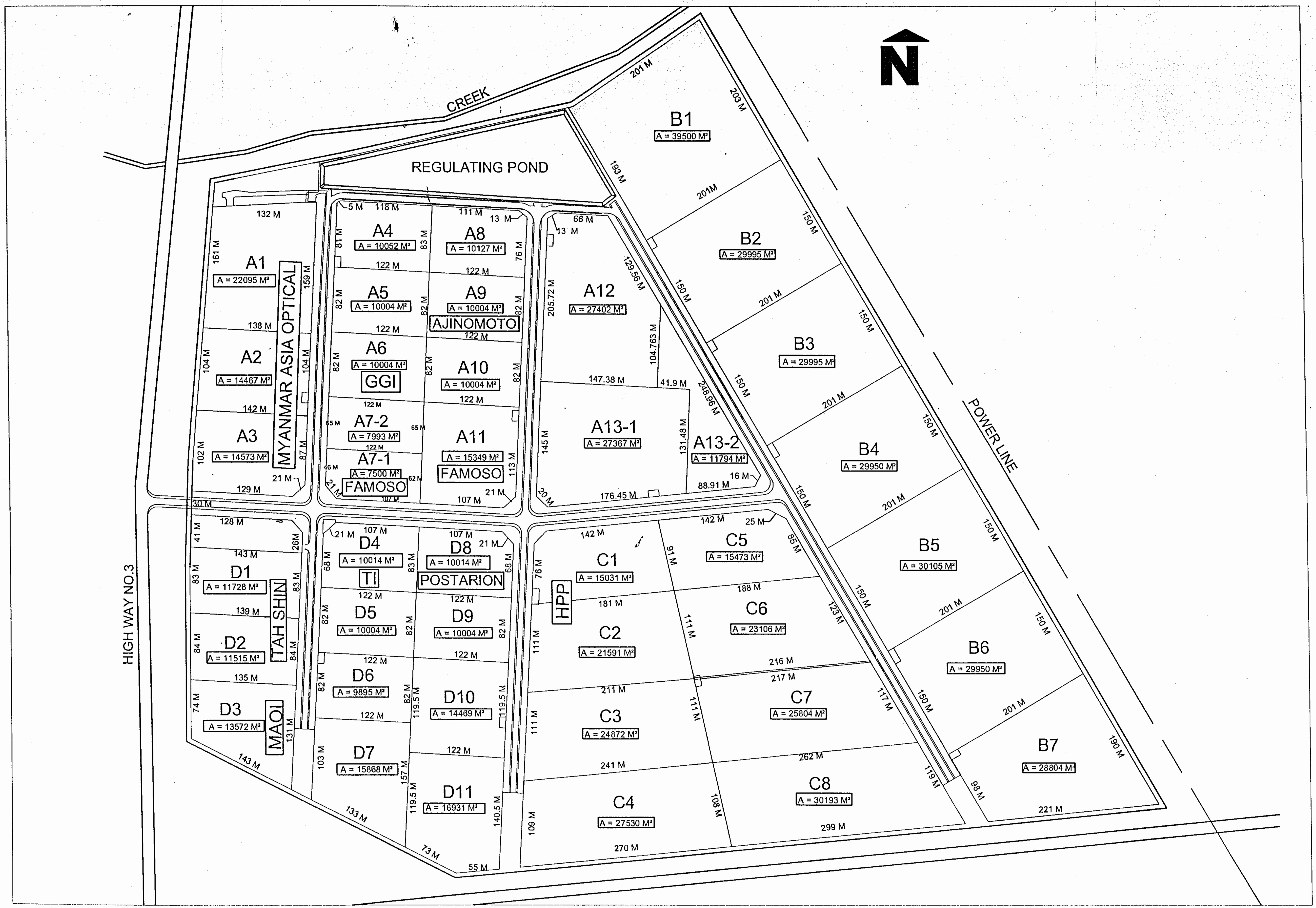

N
CREEK
REGULATING POND
HIGH WAY NO.3
POWER LINE
A1
A = 22095 M²
A2
A = 14467 M²
A3
A = 14573 M²
MYANMAR ASIA OPTICAL
A4
A = 10052 M²
A5
A = 10004 M²
A6
A = 10004 M²
GGI
A7-2
A = 7993 M²
A7-1
A = 7500 M²
FAMOSO
A8
A = 10127 M²
A9
A = 10004 M²
AJINOMOTO
A10
A = 10004 M²
A11
A = 15349 M²
FAMOSO
A12
A = 27402 M²
A13-1
A = 27367 M²
A13-2
A = 11794 M²
B1
A = 39500 M²
B2
A = 29995 M²
B3
A = 29995 M²
B4
A = 29950 M²
B5
A = 30105 M²
B6
A = 29950 M²
B7
A = 28804 M²
D1
A = 11728 M²
D2
A = 11515 M²
D3
A = 13572 M²
TAH SHIN
MAOI
D4
A = 10014 M²
TI
D5
A = 10004 M²
D6
A = 9895 M²
D7
A = 15868 M²
D8
A = 10014 M²
POSTARION
D9
A = 10004 M²
D10
A = 14469 M²
D11
A = 16931 M²
HPP
C1
A = 15031 M²
C2
A = 21591 M²
C3
A = 24872 M²
C4
A = 27530 M²
C5
A = 15473 M²
C6
A = 23106 M²
C7
A = 25804 M²
C8
A = 30193 M²

EXHIBIT A

EXHIBIT-B

PHYSICAL DELIVERY RECEIPT

(The Final Sub-Lease Deed giving effect to Land Use Right)

FOR

PLOT NO. A-7-2

OF

MINGALADON INDUSTRIAL PARK

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

PHYSICAL DELIVERY RECEIPT

(The Final Sub-Lease Deed giving effect to Land Use Right)

FOR

PLOT NO. A-7-2

OF

MINGALADON INDUSTRIAL PARK

Physical Delivery Receipt

(The Final Sub-Lease Deed giving effect to Land Use Right)

for Plot No. A-7-2 of

Mingaladon Industrial Park

Lease Conditions

Plot No.	~ A-7-2
Area	~ 7,993.00m^2
Rate of Land Use Premium	~ US$ 58.$^{\underline{00}}$/m^2
Land Use Premium Amount	~ US$ 463,594.$^{\underline{00}}$
Lease period	~ Until 7th February 2048 with effect from the date of signing of Physical Delivery Receipt

Physical Delivery Receipt

(The Final Sub-Lease Deed giving effect to Land Use Right)

for Plot No. A-7-2 of

Mingaladon Industrial Park

This Physical Delivery Receipt for Plot No. A-7-2 of Mingaladon Industrial Park is made and executed on the   day of   , 2014 between;

Mingaladon Industrial Park Co., Ltd., located at Corner of No. 3 Highway Road & Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar represented by Mr. Shigeo HANA, Managing Director (hereinafter referred to as the “Lessor”) on the one part;

and,

Matsuya R&D Co., Ltd., located at 3-19 Motomachi Ono City Fukui Japan represented by Mr. Hidetaka Goto, President (hereinafter referred to as the “Lessee”) on the other part;

(The Lessor and the Lessee are hereinafter jointly referred to as the “Parties”, including any successors by law to replace the Parties)

WITNESSETH AS FOLLOWS:

WHEREAS;

1. The Lessor and the Lessee have entered into and executed the Sub-Lease Agreement to lease and take the lease on the land in Mingaladon Industrial Park (referred to as "MIP"), Plot No. A-7-2 (hereinafter referred to as the "Land"),dated ---------------- (hereinafter referred to as the " Agreement");

2. In accordance with the Sub-Lease Agreement, upon the Lessor's confirmation that the Lessee have satisfied all of its obligations stipulated in Clause 3.1. a, b and c of the Sub-Lease Agreement, the Lessor shall deliver the Land to the Lessee by issuing this Physical Delivery Receipt (hereinafter referred to as the "Receipt").

NOW, THEREFORE, based upon the above mentioned recitals, the Parties hereby have mutually agreed to enter into and implement the Receipt with the following terms and condition

SECTION 1
DELIVERY AND ACCEPTANCE

1.1 In accordance with the Agreement, the Lessor hereby delivers to the Lessee and the Lessee hereby accepts and receives from the Lessor, the Right to lease the Land, located in MIP, as described and marked on the SITE PLAN OF THE MINGALADON INDUSTRIAL PARK attached to the Agreement as Exhibit A.

SECTION 2
RIGHT TO LEASE

2.1 As described within the Agreement, the Lessee's right to lease the Land has legally occurred upon the execution of this Receipt. With the execution thereof, the Lessee is the sole party to take lease on and use the Land.

2.2 Upon execution of this Receipt, the Lessee has no right to exercise any further rights or claims either to the Lessor or to any other party in connection with the Land other than stipulated on the Agreement, and therefore, the Lessee shall be liable for any risk whatsoever over the Land in connection with its usage thereof.

SECTION 3
OBLIGATION OF THE LESSEE

3.1 As of this Receipt, the Lessee can enjoy its right to lease the Land, provided that the Lessee is liable to pay any costs, taxes, Management Fees, Utility Charges, Service Fees, Land Rent, and other related expenses, associated, directly and/or indirectly, with the Lessee's execution of the Agreement and the business of the Lessee in MIP as described within the Agreement.

3.2 Provided that the Lessee has received the delivery of the Right to Lease the Land, the Lessee hereby agrees to fulfill, including but not limited to, the remaining obligations under the Agreement and amendments, if any, to be made in the necessity of the Lessor.

IN WITNESS WHEREOF, the Parties hereto have agreed and signed this Receipt on the date first mentioned above.

THE LESSOR: **Mingaladon Industrial Park Co., Ltd.**

Name :Min Htein	Name :Shigeo HANA
Title : Chairman	Title : Managing Director

THE LESSEE: **Matsuya R&D Co., Ltd.**

Name: Hidetaka Goto	Name:
Title : President	Title:

EXHIBIT-C

ADDITIONAL CONDITIONS FOR LEASE

OF

MINGALADON INDUSTRIAL PARK

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

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CHAPTER I

DEFINITIONS AND INTERPRETATIONS

In the Additional Conditions of the MIP, the following definitions and interpretations apply:

1) Air Pollution Prevention Device

"Air Pollution Prevention Device" means a device which must be installed by the Lessee at any place which discharges gas product as Industrial Waste, in order to process the gas so that it fulfils the quality standards determined by the Lessor and/ or the Government.

2) Analysis on Environmental Impact

"Analysis on Environmental Impact" means the results of any study on the main impact of the planned business or activities of the Lessee on the environment.

3) Approval Letter for Construction

"Approval Letter for Construction" means the letter issued by the Lessor to the Lessee by which the Lessor consents to the commencement of the construction work for the Lessee's Facilities on the Land.

4) Building Coverage

"Building Coverage" means the ratio between the area of building ground floor and the area of the Land relating to each Facility.

5) Building Height Control

"Building Height Control" means the total height of building in each Facility.

6) Building Permit

"Building Permit" means the permit to be granted by the authority of the Union of Myanmar to the Lessee for, and in connection with, the building of the Facilities.

7) Building Setback Line

"Building Setback Line" means the line which may not be crossed by any building, except for surfaces for parking, and the loading and unloading of materials. The details are specified in Chapter VIII B and Attachment 3.

8) Business Permit

"Business Permit" means the permit to trade and other permits to be granted by the authority of the Union of Myanmar to the Lessee for, and in connection with, the Lessee's business in the MIP.

9) Conditions

"Conditions" means the Additional Conditions and other terms and provisions and any alterations and additions thereto which may be made by the Lessor to regulate the rights and obligations of the Lessor and the Lessee not inconsistent with the existing laws of the Union of Myanmar.

10) Environmental Management Plan

"Environmental Management Plan" means the document prepared by the Lessor that contains the method of handling the main impact on the environment caused by the planned business or activities of the Lessee.

11) Environmental Monitoring Plan

"Environmental Monitoring Plan" means the document prepared by the Lessor that contains the method of monitoring any environmental components affected by the main impacts of the planned business and activities of the Lessee.

12) Facilities

"Facilities" means the Lessees' facilities, such as factories, warehouses and storage, offices, to be constructed and operated on the Land.

13) Government

"Government" means the Government of The Republic of The Union of Myanmar and any of its governmental authorities.

14) Industrial Estate Site Plan

"Industrial Estate Site Plan" means the plan that indicates the land use and the pattern of roads in the MIP prepared by the Lessor.

15) Industrial Waste

"Industrial Waste" means waste products that result from industrial production processes and other activities by the Lessee and are in the form of solids, dust, liquid or gas which can cause pollution.

16) Industrial Water

"Industrial Water" means the raw water from a tube well that is used for the purpose of production and other needs.

17) Infrastructure

"Infrastructure" means the basic construction carried out by the Lessor such as roads, lighting, industrial water supply system, waste water drainage system, electric power facilities, telecommunications system, fire hydrant system, green open spaces and fencing, details of which are specified in Chapter IV A.

18) Land

"Land" means any lot or lots of land in the MIP leased to the Lessee under the Sub-Lease Agreement.

19) Land Rent

"Land Rent" means the annual rent for the Land to be paid by the Lessee under the Sub-Lease Agreement.

20) Lease Right

"Lease Right" means the rights granted to the Lessee under the Sub-Lease Agreement.

21) Lessee

"Lessee(s)" means a company (companies) who shall take lease of the Land in the MIP under the Sub-Lease Agreement.

22) Lessor

"Lessor" means the Mingaladon Industrial Park Co., Ltd. (MIPCL).

23) Management Fees

"Management Fees" means the fees specified in the item e) of Chapter VI B.

24) MEPE

"MEPE" means Myanma Electric Power Enterprise.

25) MIP

"MIP" means the Mingaladon Industrial Park managed by the Lessor.

26) MPT

"MPT" means Myanma Posts & Telecommunications.

27) Physical Delivery of Land

"Physical Delivery of Land" means the transfer that validates the Lessee's occupation and utilisation of the Land by issuing the Physical Delivery Receipt by the Lessor to the Lessee based upon the provision contained in the Sub-Lease Agreement.

28) Primary Waste Water Treatment Plant

"Primary Waste Water Treatment Plant" means the waste water processing plant equipped by the Lessee on the Land that is used to process Waste Water of the Lessee. Such processed water shall fulfil the waste water quality standards specified in the Attachment 9 contained in the Conditions.

29) Service Fees

"Service Fees" means the fees for the business services rendered by the Lessor pursuant to Chapter IV C.

30) Services

"Services" means maintenance services of Infrastructure and Utilities of MIP and/or business services provided to the Lessee by the Lessor, the details of which are specified in Chapter IV C.

31) Sub-Lease Agreement

"Sub-Lease Agreement" means the "Sub-Lease Agreement of Mingaladon Industrial Park" executed by and between the Lessor and the Lessee, for the lease of the Land from the Lessor to the Lessee.

32) Toxic and Hazardous Substances

"Toxic and Hazardous Substances" means such substances as are included in one or more of the following groups of substances:

(a) Toxic substances,
(b) Explosives,
(c) Flammable substances,
(d) Oxidant and reducing agents,
(e) Explosive and flammable substances,
(f) Pressurised gas,
(g) Corrosives substances/ irritants,
(h) Radioactive substances,
(i) Other toxic and hazardous substances, such as those so determined by the Government.

33) Utilities

"Utilities" means utilities of the MIP such as industrial water, electricity and telecommunication services, details of which shall be specified in Chapter IV B and Chapter VII.

34) Utilities Charges

"Utilities Charges" means the charges for the Utilities to be paid by the Lessee.

35) Waste Water

"Waste Water" means water which results from the industrial production processes and other uses by the Lessee.

36) Waste Water Treatment Plant

"Waste Water Treatment Plant" means the processing plant at the MIP that is used to process Waste Water of the Lessee. Such processed water shall fulfil the waste water quality standards determined by the Lessor and/or the Government.

37) YCDC

“YCDC” means Yangon City Development Committee.

CHAPTER II

AIMS AND PURPOSES

A. Of the Lessor

a) To provide a detailed explanation regarding the MIP, including Infrastructure, Utilities and supporting facilities available, so that the Lessee can obtain complete information regarding the Lessee's construction of Facilities and its operation at the MIP;

b) To provide the necessary information regarding the terms and conditions which must be satisfied by the Lessee to obtain the land, construct and operate Facilities at the MIP.

B. Of the Lessee

a) To be aware of the services provided by the Lessor in supporting the expeditious construction and operation of its Facilities at the MIP;

b) To be aware of the rights and obligations in connection with the construction and operation of its Facilities at the MIP;

c) To construct and operate the Facilities at the MIP in compliance with the Conditions.

CHAPTER III

LAND USE AND TYPE OF INDUSTRY

A. Land Use

a) The utilisation of the Land must comply with the provisions as specified in the Business Permit and Building Permit. Any change in utilisation must have the prior approval of the authorities issuing such permits, and of the Lessor.

b) The Lessee is obliged to complete the construction work for the Facilities within the period specified in the Approval Letter for Construction.

B. Type of Industry

The Lessee shall be permitted to operate its business at the MIP provided that:

a) They comply with the Utilities Codes contained in the Conditions;

b) They comply with the Building Codes contained in the Conditions;

c) They comply with the Construction Codes contained in the Conditions;

d) They comply with the Environmental Codes contained in the Conditions;

The Lessee will not be permitted to operate any industry which is prohibited by the Government.

CHAPTER IV

INFRASTRUCTURE, UTILITIES AND SERVICES

The Lessor shall provide the following Infrastructure, Utilities and Services for the Lessee.

A. Infrastructure

a) Roads, sidewalks;

An arterial road, 8 m wide, with concrete paved surface and 3 m wide paved sidewalks on both sides of the road.

Secondary roads, 7 m wide, with a concrete paved surface and 1.5 m wide paved sidewalks on both sides of the road.

b) Tube wells, water tanks and water supply pipes running alongside each road with a supply capacity of 5,000 m^3/ day for Phase 1 and pressure of 0.5 kg/ cm^2;

c) Waste Water Treatment Plant and sewer pipes running alongside each road with a treatment capacity of 5,000 m^3/ day for Phase 1. In addition, a laboratory for the determination of water quality will be installed;

d) Drainage ditches at both sides of each road;

e) Electric power lines (33 kV) and related facilities in the MIP, supplied and maintained by the MEPE;

f) Telecommunication/facsimile network using the service of the MPT;

g) Street lights at every 30 m alongside the arterial and secondary roads;

h) Fire hydrants placed alongside roads at 200m intervals;

i) Industrial estate security system including security station and security fence around the circumference of the MIP;

j) Landscaping;

k) The MIP management office;

l) Public green open spaces;

With regard to the above Infrastructure, the Lessee shall be charged the Management Fees pursuant to the item e) of Chapter VI B.

B. Utilities

a) Water from tube wells, stored in water tanks for delivery to the Lessee;

b) Processing of Waste Water, discharged by the Lessee of the MIP, at the Waste Water Treatment Plant;

The Waste Water Treatment Plant shall process the Waste Water, to meet the requirements of the Government; and then discharge the treated water at the designated point;

c) Utilities (other than the Industrial Water), such as telephone and electric power installations, made available to the Lessee by the MPT and the MEPE respectively.

The Lessor shall provide the above Utilities on the terms and conditions contained in the Conditions and the Lessee shall be charged the Utilities Charges for such Utilities at the rate in the price list to be provided by the Lessor and/or the related agencies such as the MEPE and the MPT from time to time.

C. Services

a) Maintenance of roads, sidewalks, street lights, drainage, landscaping and cleaning of public areas;

b) Fire fighting services in co-ordination with the regional fire-fighting unit and/or Lessee’s own fire-fighting unit;

c) Maintenance of security and order at the MIP in co-ordination with the Lessee's own security;

The above items of a), b) and c) are to be covered by the Management Fees.

d) Assistance to foreign Lessees in seeking local partners;

e) Assistance to the Lessee in obtaining investment approval from the concerned authority;

f) Assistance to the Lessee in the preparation of and procurement of the Building Permit, including the preparation of documents;

g) Assistance to the Lessee for the procurement of design and construction services;

h) Assistance to the Lessee for the procurement of packing services, warehouse

services, container services and forwarding services, including transportation to/from the seaport/dryport;

i) Recruitment advice for the Lessee requiring additional manpower;

j) Assistance to the Lessee for the procurement of work permits for foreign manpower.

For the above items of d) through j), the Lessee shall be charged the Service Fees at the rate in the price list to be provided by the Lessor from time to time.

CHAPTER V

RIGHTS AND OBLIGATIONS OF THE LESSOR

A. Rights

The Lessor shall be entitled to:

a) Prohibit the Lessee from operating on the Land if the type of industry does not comply with the criteria as specified in Chapter III of the Conditions;

b) Impose sanctions upon any Lessee violating the provisions of the Sub-Lease Agreement and/or the provisions herein in accordance with the Sub-Lease Agreement and/or Chapter XI of the Conditions;

c) Make necessary amendments to parts of the Conditions, giving at least one month's prior notice to the Lessee before the amendment is made;

d) Collect the annual Land Rent under the Sub-Lease Agreement, Utilities Charges, Service Fees and Management Fees from the Lessee;

e) Receive reports once a month on the results of monitoring the quality of the Waste Water produced by the Lessee;

f) Check air, noise and waste water emissions without prior notice to the Lessee;

g) Co-ordinate the distribution of all contributions by the Lessee to the Government agencies or to any other agencies;

h) Manage the overall security and order at the MIP.

B. Obligations

The Lessor shall be obliged to:

a) Protect the Lessee from any conflicts with other parties arising in respect of the Land;

b) To provide the Lessee with Infrastructure, Utilities and Services specified in Chapter IV of the Conditions;

c) Maintain Infrastructure at the MIP, specified in Chapter IV of the Conditions, in optimal operational condition;

d) Maintain security and order at the MIP.

CHAPTER VI

RIGHTS AND OBLIGATIONS OF THE LESSEE

A. Rights

The Lessee of the MIP shall be entitled to:

a) Utilise the Land in compliance with the provisions as specified in the Business Permit and Building Permit;

b) Obtain the Approval Letter for Construction from the Lessor;

c) Obtain technical advice from the Lessor relating to the Infrastructure, Utilities and Services provided by the Lessor as explained in Chapter IV;

d) Utilise the Services provided by the Lessor pursuant to Chapter IV C of the Conditions.

B. Obligations

The Lessee of the MIP shall be obliged to:

a) Obtain the Business Permit and Building Permit issued by the competent authority;

b) Comply with the Building Codes and requirements of authorities concerned, regarding the requirements for sanitation and lighting in the work place;

c) Comply with the terms and requirements of the Construction Codes contained in the Conditions;

d) Construct the Facilities within the period specified in the Approval Letter for Construction;

e) Pay the Management Fees for the maintenance of the Infrastructure and Services mentioned in items a) through c) of Chapter IV C of the Conditions;

The Management Fees for the first year shall be calculated on a monthly basis from, and inclusive of, the month in which the date of the Physical Delivery of the Land falls, up to the end of that year, and shall be paid within 30 days after the date of the Physical Delivery of the Land.

Payment for the subsequent years shall be made annually on or before the first

Myanmar's working day of January of each year.

The amount of the Management Fees shall be US$ 0.04 per m^2 per month, reviewed every year by the Lessor, and adjusted according to the levels of future costs and expenses.

f) Pay the Utilities Charges for the Utilities;

g) Pay the Service Fees for the Services mentioned in the items of d) through j) of Chapter IV C of the Conditions;

h) Pay costs to remedy damages to any Infrastructure and/or Services of the MIP caused by the Lessee and/or any other parties for which the Lessee is responsible;

i) Pay the Land Rent, property taxes and other costs and expenses, relating to utilisation of the Land commencing from the month in which the date of the Physical Delivery of the Land falls;

j) Construct a Primary Waste Water Treatment Plant on the Land in order that the treated Waste Water quality complies with the requirements specified in the Environmental Codes of the Conditions. The construction of a Primary Waste Water Treatment Plant shall be in accordance with the Construction Codes contained in the Conditions;

k) Monitor the quality of treated Waste Water at the Lessee’s discharge points and submit a report regarding the result of such monitoring to the Lessor once a month. Failure to comply with this provision shall result in sanctions (specified in the Chapter XI);

l) Exercise control of gas and dust emissions (if any) until final discharged levels comply with the requirements mentioned in the Environmental Codes contained in the Conditions;

m) Control the level of noise in accordance with the Environmental Codes contained in the Conditions;

n) Manage Toxic and Hazardous Substances (if any) in accordance with the Environmental Codes contained in the Conditions;

o) Construct a drainage system (within the Land area) in accordance with the Construction Codes contained in the Conditions:

p) Comply with the terms and conditions of work, health and safety in accordance

with the laws and regulations of the Government;

q) Maintain security and order within the Land area;

r) Establish a primary fire-fighting system, to comply with the fire codes of the Government and to carry out fire drills at least once every six months;

s) Accept responsibility for any injury or damage to persons or properties resulting from an Act of God affecting the Facilities and/ or the Land;

t) Comply with the Utilities Codes, the Building Codes and the Construction Codes regarding the installation/ connection of the Utilities and construction of the Facilities;

u) Observe and comply with other terms and conditions in the Sub-Lease Agreement.

CHAPTER VII

UTILITIES CODES

A. Industrial Water

a) Quality

i) Specification of raw water for industrial purposes at the MIP is provided by the Lessor from time to time upon the Lessee's request. If Lessee’s requirement of water is different specification, the Lessee may install at its own expense the necessary facilities or equipment.

ii) Tube wells with a total capacity of 5,000 m^3 per day will be constructed for the Phase I. No tube well shall be installed by the Lessee in the Land.

b) Measurement

In order to measure the volume of Industrial Water consumed by the Lessee, the Lessee shall have a flow meter installed on the incoming supply pipe. The flow meter will be supplied by the Lessor and the Lessee shall bear the cost of the meter and its accessories at following rates.

Cost of meter and its accessories	
For 100 mm diameter inlet pipe	US$ 1,200/ set
For 80 mm diameter inlet pipe	US$ 1,000/ set
For 50 mm diameter inlet pipe	US$ 700/ set

c) Connection

i) Any Lessee requiring the Industrial Water shall submit an application, in writing, to the Lessor;

ii) The required quantity of Industrial Water and demand schedule shall be included in such an application;

iii) The Lessee shall, at its own cost, connect its Industrial Water pipe complete with the flow meter set supplied by the Lessor as above to the incoming Industrial Water supply pipe of MIP at the connecting point located inside the Land (See Attachment 1);

iv) Such connection shall be completed within four weeks from the Lessor’s delivery of flow meter set to the Lessee;

v) The Lessee shall make a monthly payment to the Lessor for the combined charges of consumption of Industrial Water and treatment of Waste Water, at the rate of US$ 0.50 per m^3 of Industrial Water consumed.

d) Water Storage Tank

The Lessee shall, at its own cost, provide an Industrial Water storage tank within the Land in accordance with its operation needs. (See Attachment 1)

B. Electric Power

a) The electric power shall be supplied by the MEPE.

b) The connections for electric power supply shall be carried out at the cost of the Lessee on the terms and conditions set forth by both the Lessor and the MEPE. The method of receiving power supply shall be in accordance with Attachment 7-A, 7-B and 7-C;

c) The Lessee shall obtain prior approval from the Lessor regarding the maximum power consumption and method of receiving power supply from MEPE.

d) The Lessee shall, at its own cost, make the necessary arrangement to apply for the supply of electricity from the MEPE after getting approval from the Lessor as above.

C. Telecommunication

The Lessor shall make conventional telecommunication system through the MPT available to the Lessee.

a) Any Lessee requiring the conventional telecommunication system shall submit an application for allocation of the lines, in writing, to the Lessor.

b) Connection of the telecommunication;

i) The Lessee shall pay the following charges to the Lessor on the connection;

Initial Installation Fee (IDD Tel.)	US$ 2,000/- line
Initial Installation Fee (IDD Fax.)	Above plus about US$ 600/- line

The above rates shall be subject to change.

ii) Connections shall be carried out pursuant to the prevailing terms and conditions determined by the MPT.

c) In the case of damage to the network of the Lessee, the damage shall be the responsibility of the Lessee.

D. Waste Water

a) Sewerage of the Waste Water shall be by concrete pipes or PVC pipes.

b) The quality of the Waste Water discharged from the Land shall be properly monitored by both the Lessee and the Lessor by means of routine sampling.

c) Connection to the sewer line:

i) The Lessee shall submit an application, in writing, together with drawings, to the Lessor;

ii) The quantity and quality of the Waste Water to be discharged and the proposed connection date shall be mentioned in such application.

d) Other Provisions:

i) Any Lessee producing Waste Water that has not fulfilled the Waste Water quality standards required by the MIP, as specified in the Attachment 9 contained in the Conditions, and utilising the Waste Water Treatment Plant of the MIP, shall be obliged to construct a Primary Waste Water Treatment Plant at its own cost in the Land in order that the Waste Water discharged by the Lessee fulfils the quality standards of the MIP.

ii) The construction of the Primary Waste Water Treatment Plant by the Lessee must follow the system specified in Attachment 2.

iii) Any violation of Waste Water quality, as determined by the MIP and/or the Government, shall result in the temporary closure of the Lessee’s Industrial Water Supply and Waste Water outlet. Such closure shall be carried out after the Lessee's failure to meet the quality standards, notwithstanding having been sent three (3) warning letters by the Lessor. All consequences and/or losses resulting from such closure shall be the full responsibility of the Lessee.

iv) The temporary closure of the Lessee's Industrial Water supply and Waste Water outlet shall be lifted only after the Lessee has taken all necessary measures to comply with all the Waste Water quality standards mentioned above.

E. Garbage Disposal

a) The collection of garbage shall be carried out by a garbage disposal contractor in co-operation with the YCDC;

b) Garbage produced by the Lessee shall be collected and transported to the final garbage dump located outside the MIP by the garbage disposal contractor;

c) Garbage disposal fee/charges shall be paid to the garbage disposal contractor directly by the Lessee;

d) It is prohibited to burn any garbage on the Lessee's Land, except in an incinerator approved by the Lessor;

e) Garbage containers must be placed on the Lessee's Land in such a way that they will be properly protected and easily emptied by the garbage disposal contractor;

f) The Lessee shall be responsible for the sanitary condition of its garbage containers.

F. The Handling of Toxic and Hazardous Substances

a) Any Lessee using and/or producing Toxic and/or Hazardous Substances, either being final products or waste products, shall be responsible for the handling of such Toxic and/or Hazardous Substances in accordance with the Environmental Codes contained in the Chapter X;

b) Handling of Toxic and/or Hazardous Substances on the Lessee's Land shall be by means of provisional storage until the Industrial Waste Management Centre for Dangerous and Poisonous Waste is established by the YCDC;

c) Any Lessee handling Toxic and/or Hazardous Substances shall be obliged to submit monthly reports regarding the types and quantities of such Toxic and/or Hazardous Substances used, as final products or as waste products of production, to the Lessor;

d) The Lessor shall control the implementation of the Environmental Codes contained in the Conditions, and may impose sanctions in the case of any violation of such provisions.

CHAPTER VIII

BUILDING CODES

In order to create pleasant surroundings, secure privacy and control noises, the Lessee must comply with the following for the design of the Facilities:

A. Land Use

The Land must be used in accordance with the provisions specified in the Lessee's Business Permit. It is prohibited to use the Land for residential purposes.

B. Building Setback Line

(See Attachment 3)

Fronting 8 metre wide arterial road :
Building Setback Line = 15 m;

Fronting 7 metre wide secondary road :
Building Setback Line = 10 m;

Fronting Highway No. 3 :
Building Setback Line = 20 m;

Fronting Neighbouring Lot:
Building Setback Line = 6 m;

The structures excluded from the above restrictions are :

- Open car parking area;
- Sentry box (maximum 2 storey or 6 m height; maximum floor area of 20 m^2 per storey);
- Flagpole;
- Water tanks etc., which are approved by the Lessor;
- Basements or other underground structures which do not project beyond the boundaries of the Land, which are covered by soil and vegetation, and which are approved by the Lessor.

Note: The Lessee shall obtain prior approval from the Lessor regarding any kind of structures or buildings to be constructed inside the Building Setback Line.

C. Building Ratio

The maximum Building Coverage = 60% (sixty percent) of the area of the Land;

The maximum Building Height Control = 3 stories (maximum height = 18 metres).

D. Green Open Space

Green Open Spaces are areas planted with vegetation and shall constitute at least 10% of the area of the Land.

E. Specification of Fence

		Fence facing Road	Adjacent Neighbour Boundary Fence
Maximum fence height	:	2 m.	2 m.
Type of fence	:	Transparent.	Any Type

Footing shall not encroach upon the adjacent plot (See Attachment 4).

F. Building and Road Foundation

Soil investigation in the Land shall be conducted at Lessee's own cost and responsibility. The Lessee is also responsible for the bearing capacity of the Facilities and its ancillary structures in the Land.

G. Utilities Connection

The connection point of the Industrial Water and flow meter, Waste Water drainage, rain water drainage, telephone/facsimile and electricity shall be as shown in Attachment 1, 2, 5, 6 and 7-A, B & C respectively.

The internal road crossing of the power lines in the MIP shall be through the conduit provided by the Lessor under the road (See Attachment 7-C).

H. The Lessee's Facilities Construction Plan

Before any construction works start, the Lessee shall submit to the Lessor the Lessee's Facilities Construction Plan with all descriptions in English and indicating in detail the design of the Facilities covering the following:

a) Access road(s) and culvert,

b) Industrial Water connection and storage tank(s),

c) Waste Water sewer system and connection including Primary Waste Water Treatment Plant, if any,

d) Rain water drain system and connection,

e) Telephone/ facsimile line connection,

f) Location of boilers (if any), diesel and other fuel storage tanks,

g) Fire protection system(s),

h) Electric power connection and distribution system,

i) Fencing,

j) Office(s),

k) Factory(s),

l) Parking area(s),

m) Warehouse(s),

n) Cargo handling space(s),

o) Canteen(s), including kitchen(s),

p) Landscaping,

q) Garbage handling space.

r) Incinerator(s) (if any),

I. Parking Area

It is prohibited to park any vehicles in public areas, except in the designated public parking areas. The Lessee must provide proper parking areas for cars, buses, trucks, trailers, etc. in the Land.

J. Storage of Goods and Equipment in Open Areas

Any goods stored in open areas on the Land must be stored in an orderly manner so that they do not disturb the aesthetic appearance of the outside.

K. Cargo Handling Space

It is prohibited to load and/or unload any goods in public areas. The Lessee must provide cargo handling space(s) on the Land if it is necessary for its business.

L. Fire Prevention

The Lessee must provide sufficient fire extinguishing equipment or fire hydrants on the Land. Public fire hydrants are provided on the side of the roads by the Lessor.

M. Access Road Construction

The Lessee should obtain the prior approval of the Lessor before constructing any access road(s) to the Land. (See Attachment 8)

N. Preliminary Construction

The Lessee may commence the preliminary construction of the Facilities before obtaining the Approval Letter for Construction from the Lessor by giving a notice in writing to the not later than ten (10) days prior to the commencement of such preliminary construction, provided that the Lessee shall hold the Lessor harmless from any loss or damage arising from such preliminary construction including any claim, fine or punishment by the Government and that such preliminary construction shall be done in compliance with the Building Codes and the Construction Codes as much as practicable.

CHAPTER IX

CONSTRUCTION CODES

1. The Lessee shall submit to the Lessor, at least two (2) weeks prior to application for the Building Permit, the following:

   i) Facilities Construction Plan as described in Chapter VIII H and Construction Schedule,
   ii) Temporary Works Plan,
   iii) Heavy Equipment/ Materials Transportation Plan.

2. The Lessee, together with its contractor, after having provided to the Lessor the relevant application forms and drawings, shall invite the Lessor for joint on-site inspection and obtain approval from the Lessor prior to the following works;

   i) Connection of Industrial Water to the Land,
   ii) Connection of telephone/ facsimile line(s) to the Land,
   iii) Construction of access road(s) to the Land,
   iv) Construction of rain water drainage connecting to MIP's drainage,
   v) Connection of the Lessee's Waste Water pipe line to MIP's sewer line,
   vi) Connection of electric power to the Land,
   vii) Construction of any structures within the Building Setback Line,
   viii) Construction of any structures outside the Land (if any).

3. The Lessee shall control its contractor in order to satisfy the Conditions during the construction period;

4. The Lessee shall be obliged to inform its contractor of, and include in any contract made with the contractor, the following terms and conditions:

4.1. Security and Sanitary Control

   i) The contractor's employees should identify themselves, by means of a helmet, identity card, etc., whenever they enter into the MIP, in order to facilitate inspection;

   ii) The contractor shall provide sufficient temporary toilets in the proximity of the construction works in the Land;

   iii) The contractor shall prohibit the setting up of any business activities in the public areas, including the construction of small shops, etc.;

   iv) The contractor shall take the proper measures necessary to prevent noise, vibration

and soil dust.

v) The contractor shall prevent vehicles used for construction activities from discharging materials onto the road(s), especially soil, mud, etc. If such materials are discharged onto the road(s) by the contractor, the contractor shall immediately clean the road(s);

vi) The speed limit of vehicles inside the MIP is maximum 10 miles per hour (16 kilometres per hour);

vii) The contractor shall prevent fire related accidents by applying strict control on fires;

viii) The contractor shall regularly transport all waste materials from the MIP and shall not permit the accumulation of materials on the Land;

ix) The contractor shall take the proper measures necessary to prevent soil, sand, dirt, oil, waste water etc., from entering the rainwater ditches/ drainage systems.

4.2. Development Implementation Control

The Lessee will ensure the following:

i) The contractor shall consult with the Lessor regarding any underground work;

ii) The contractor shall implement the underground work only after informing all of the parties concerned, irrespective of the volume of the underground work;

iii) The contractor shall explain to the Lessor any construction works required;

iv) The contractor shall provide washdown point(s) for vehicles such as earth moving trucks, ready-mixed concrete trucks and material transport vehicles leaving the Land, either on the Lessee's Land or at such a place as shall be designated by the Lessor, in order to prevent the road from being dirtied;

v) The contractor shall carry out loading/ unloading of heavy materials or equipment inside the Lessee's Land, and not on public roads and areas within the MIP;

vi) The contractor shall guide heavy-transport vehicles directly to the Lessee’s Land by simplifying the entry control system, and after giving prior notice to the Lessor, prevent parking activity en-route;

vii) The contractor shall immediately report to the Lessor any damage to public facilities/ utilities, caused by the contractor or the Lessee;

viii) The contractor shall demolish all temporary works immediately after the completion of the construction work;

ix) The contractor shall propose for the approval by the Lessor, the development of (an) access road(s) needed for construction activities.

4.3. Deposit

i) The Lessee shall cause the contractor to deposit with the Lessor, not later than seven (7) days prior to commencement of construction works, one percent (1%) of the total amount of the contract between the Lessee and contractor, but not less than US$ 5,000.00 (United States Dollars Five Thousand only), in order to secure costs of repairing any damage to the Infrastructure and other facilities of the MIP;

ii) The Lessor shall reimburse the deposit to the contractor, without interest, after the Lessor has confirmed the satisfactory completion of construction and deducted from the deposit the total estimated required cost of repairs to the Infrastructure and other facilities of the MIP, if any, such cost being solely determined by the Lessor.

CHAPTER X

ENVIRONMENTAL CODES

A. Environmental Standards

a) Waste Water

The Waste Water from the Lessee's Facilities shall fulfil the requirements determined by the Lessor as shown on Attachment 9. In the case where the Waste Water does not fulfil such requirements, the Waste Water must be processed at the Primary Waste Water Treatment Plant equipped by the Lessee prior to being discharged into the Waste Water drainage system of the MIP.

b) Waste Gas, Offensive Smell and Dust

Any Lessee producing gas, offensive smell and/ or dust shall be obliged to install suitable Air Pollution Prevention Devices, so that any discharge to the atmosphere shall fulfil the requirements determined by the Lessor (See Attachment 10 and 11) and/ or the Government.

c) Noise

Any Lessee producing noise shall be obliged to control such noise, in order to fulfil the requirements determined by the Lessor (See Attachment 12) and/ or the Government.

B. Environmental Impact Control

In order to control the environmental impact of the industrial activities, the Lessor and the Lessee shall be obliged to manage the activities in the MIP in accordance with the rules stated in the Environmental Management Plan and the Environmental Monitoring Plan which include the following items:

a) Environmental Management Plan to be carried out by the Lessor during the estate construction phase shall include the following:

i) Construction of protection works in order to prevent soil erosion of the dike;

ii) Construction of drainage ditches in order to intercept rainwater run-off;

iii) Construction of the Waste Water Treatment Plant for the Waste Water and domestic sewerage system;

iv) Construction of roads and parking areas in accordance with the prevailing pavement standards in the Union of Myanmar;

v) Immediate implementation of a planting programme, particularly alongside the estate roads, and designating the minimum green open space which shall constitute 10% of the estate area;

vi) Instruct construction contractors to pay attention to the control of soil dust and noise in the performance of their works;

b) Environmental Management Plan to be carried out by the Lessor during the estate operation phase shall include the following:

i) The effective maintenance of roads and water ditches on the estate;

ii) The operation of the Waste Water Treatment Plant that is used to process the Waste Water produced by the industrial and non-industrial activities of the Lessees in the MIP. Such Waste Water shall be supplied to the Waste Water Treatment Plant through the MIP's Waste Water drainage system;

iii) The co-ordination of garbage disposal contractors to clean public garbage daily;

iv) The maintenance of the landscape in public spaces;

v) The effective control of security and order at the MIP in co-ordination with the security units of the Lessee and the police.

c) Environmental Management Plan to be carried out by the Lessee during the Facilities construction phase shall include the following:

i) Designing and implementing the construction on the Land in compliance with regulations on Building Setback Line, Building Coverage, Building Height Control and green open spaces as determined herein.

ii) The construction of roads, parking and cargo handling areas in accordance with the prevailing pavement standards in the Union of Myanmar.

iii) Take proper measures necessary to prevent from noise, vibration and soil dust.

iv) The immediate carrying out of planting in all green open spaces with trees, shrubs and grass;

d) Environmental Management Plan to be carried out by the Lessee during the

industrial operation phase shall include the following:

i) The processing of waste gas, offensive smell and the prevention/ reduction of noise (if required) in accordance with the requirements of the Lessor and/ or the Government.

ii) The processing of the Waste Water, if the quality does not comply with the requirements determined by the Lessor and/ or the Government.

iii) The management of Toxic and/ or Hazardous Substances (if any) in accordance with the requirements of the Lessor and / or the Government;

C. Environmental Monitoring Plan
(See Attachment 9)

a) Environmental Monitoring Plan to be carried out by the Lessor during the estate construction phase shall include the following:

i) Monitoring drainage, the possibilities of soil erosion and water retention;

ii) Monitoring the ambient air quality;

iii) Monitoring planting, after the completion of a part of construction;

b) Environmental Monitoring Plan to be carried out by the Lessor during the estate operation phase shall include the following:

i) Monitoring the drainage system regularly, especially during rainy season;

ii) Monitoring the ambient air quality in the MIP regularly, and in any suspected cases of non compliance with the requirements;

iii) Monitoring noise levels regularly, and in any suspected cases of non compliance with the requirements;

iv) Monitoring the quality of the Waste Water discharged by the Lessee at the monitoring pit regularly, in order to confirm compliance with the quality standards determined in the Attachment 9 of the Conditions;

v) Monitoring the quality of the Waste Water discharged from the Waste Water Treatment Plant regularly, in order to confirm compliance with the quality standards determined by the Lessor and/ or the Government;

vi) Monitoring the condition of vegetation in the green open space regularly, in

order to maintain such vegetation in good condition;

c) Environmental Monitoring Plan to be carried out by the Lessee during the Facilities construction phase shall include the following:

i) Monitoring noise and air quality resulting from construction, in order to confirm compliance with quality standards determined by the Lessor and/ or the Government (See Attachment 10, 11 & 12);

d) Environmental Monitoring Plan to be carried out by the Lessee during the Facilities operation phase shall include the following:

i) Monitoring the results of waste gas and noise prevention/ reduction management and reporting the results to the Lessor once a month (See Attachment 10, 11 & 12);

ii) Monitoring the function of all drainage (Waste Water, sewerage and rainwater) once a month;

iii) Monitoring the result of garbage disposal management in order to ensure good sanitation (monthly inspection/ observation) ;

iv) Monitoring the result of temporary handling of Toxic and/ or Hazardous Substances (if any) and reporting the result to the Lessor once a month.

v) Monitoring the maintenance of vegetation in the green open space regularly in order to retain its good condition;

D. Environmental Management in the Facilities

a) The Lessee shall be obliged to provide:

i) Canteens for employees;

ii) The number of sanitary facilities in accordance with the standards of the authorities concerned (See Attachment 13);

iii) Air ventilation requirements shall be fulfilled during the Lessee's industrial operations (See Attachment 14).

CHAPTER XI

SANCTION CODES

1. Any Lessee violating any of the Environmental Standards regarding the handling of Toxic and Hazardous Substances and/ or others shall be subject to sanction as specified by the Government.

2. In the case of delayed payment of the Management Fees, Utilities Charges and/ or Service Fees, interest shall be imposed at the rate of eighteen percent (18 %) per year.

3. Any Lessee failing to report results of the Waste Water quality monitoring to the Lessor shall be subject to the following:

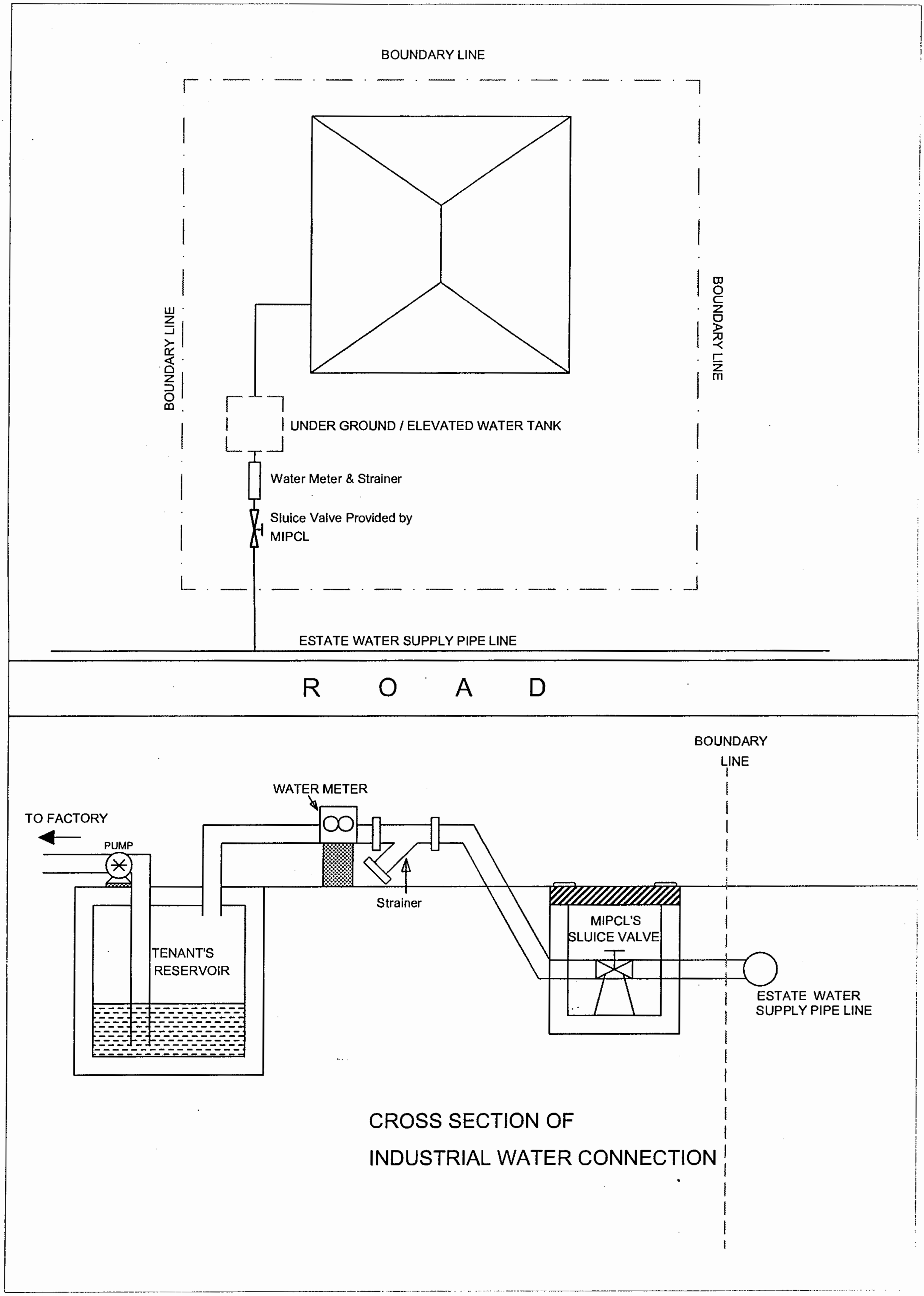
   i) Three (3) written warnings;

   ii) Closure of the Lessee's Waste Water outlet and Industrial Water supply pipe, if the Lessee fails to heed the above warnings.

4. Any Lessee failing to meet the Waste Water quality standard, as required by the Lessor, and/ or the Government, shall be given a period of one week to improve the Waste Water quality. If the Lessee still fails to comply with such required standards, the Lessee's Waste Water outlet and Industrial Water supply pipe shall be subject to closure.

INDUSTRIAL WATER CONNECTION

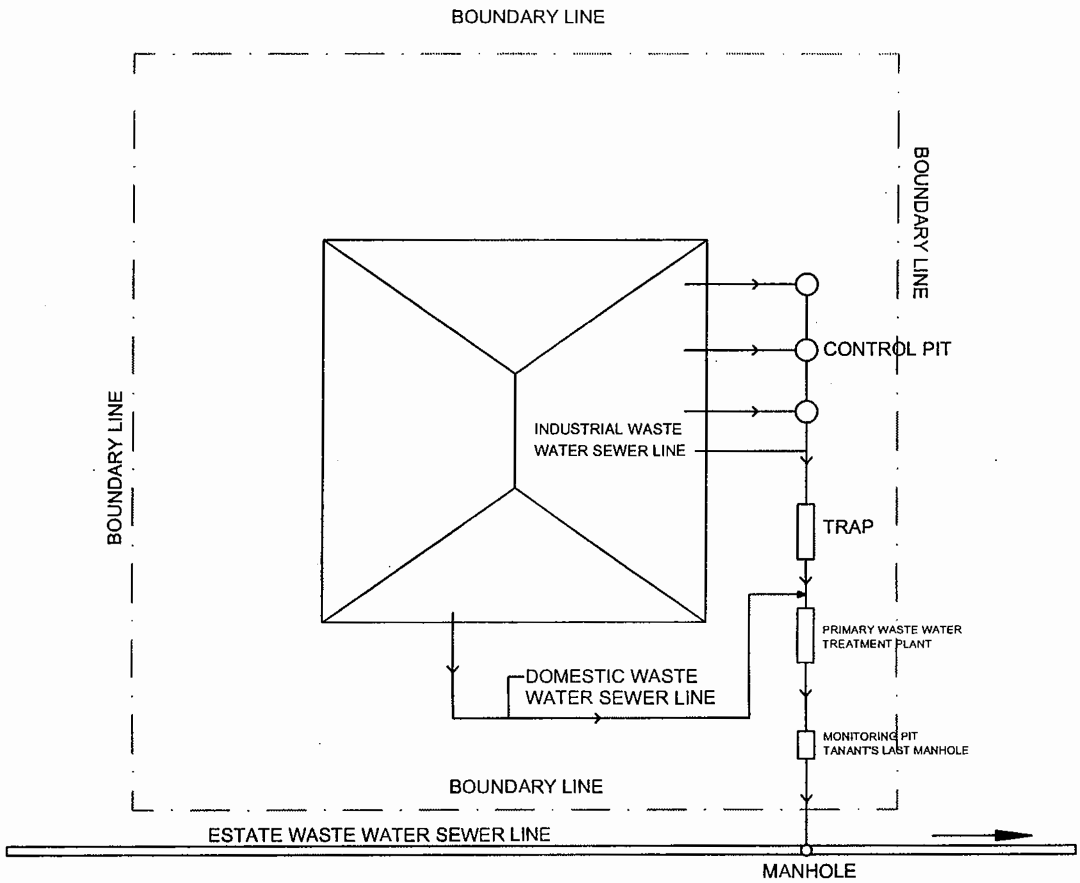
ATTACHMENT 1

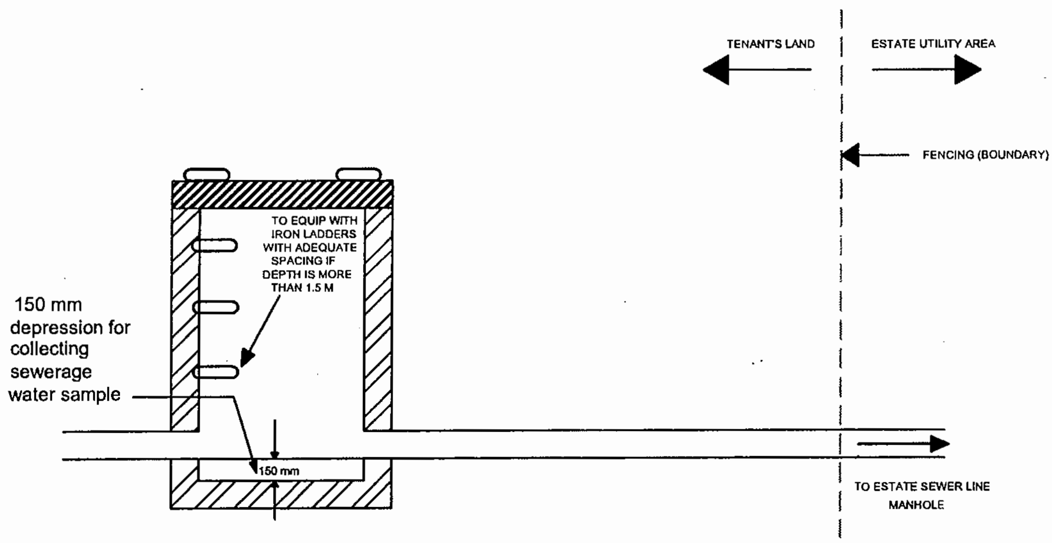


CROSS SECTION OF

INDUSTRIAL WATER CONNECTION

WASTE WATER SEWER SYSTEM REQUIREMENT

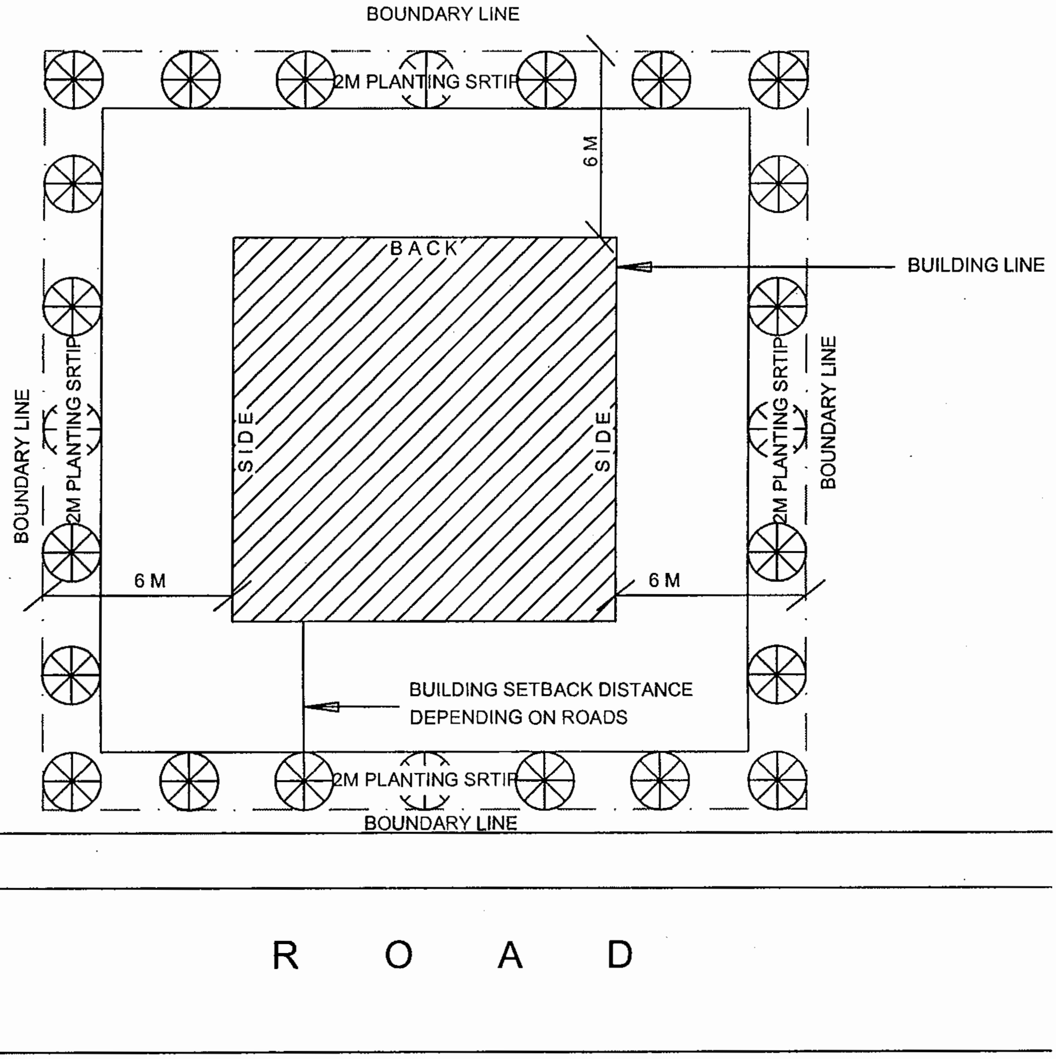




CROSS SECTION OF THE MONITORING PIT(TENANT'S LAST MANHOLE)

ATTACHMENT 3

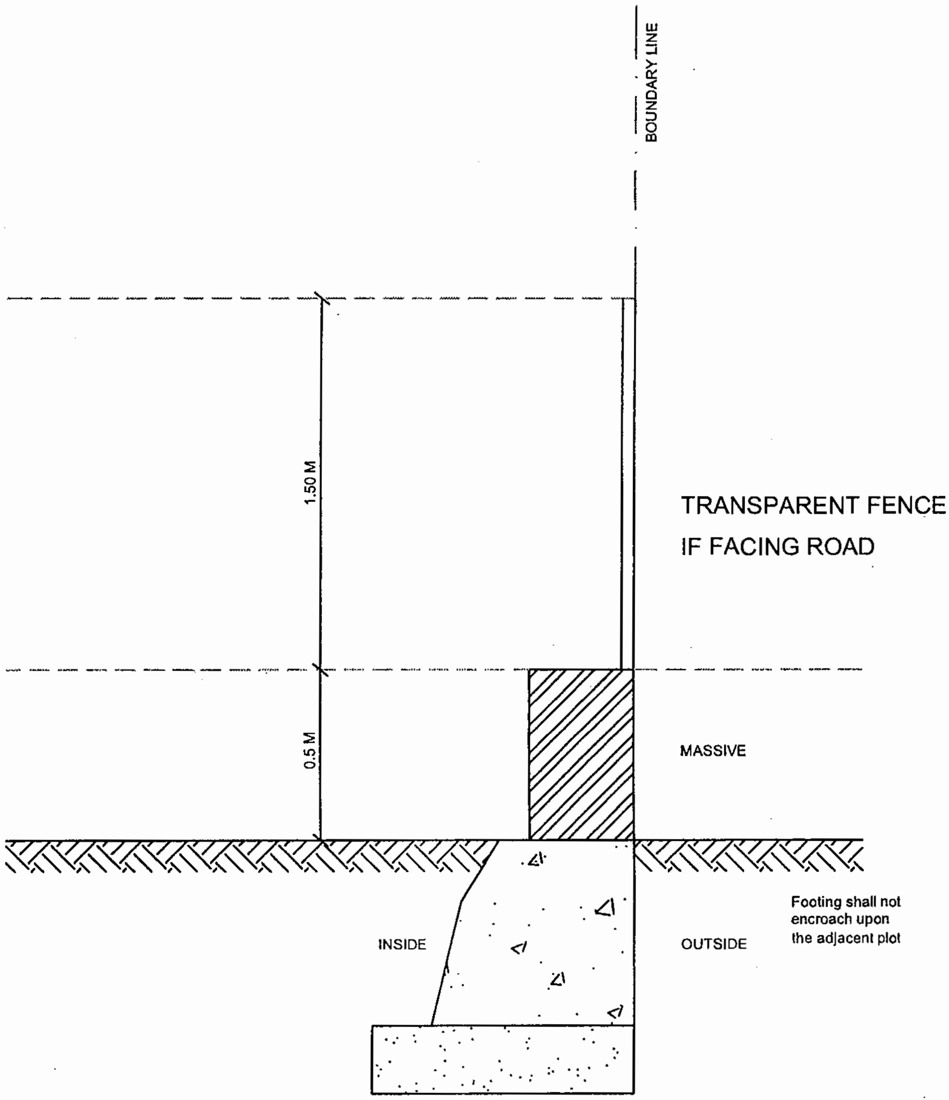
BUILDING SETBACK LINE / GREEN OPEN SPACE REGULATION / BUILDING HEIGHT CONTROL



HIGHWAY NO.3 SETBACK	= 20 m
ARTERIAL ROAD SETBACK	= 15 m
SECONDARY ROAD SETBACK	= 10 m
NEIGHBOURING LOT SIDE SETBACK	= 6 m
MAXIMUM BUILDING COVERAGE	= 60%
MAXIMUM HEIGHT CONTROL	= 18 m
GREEN AREA	= 10%

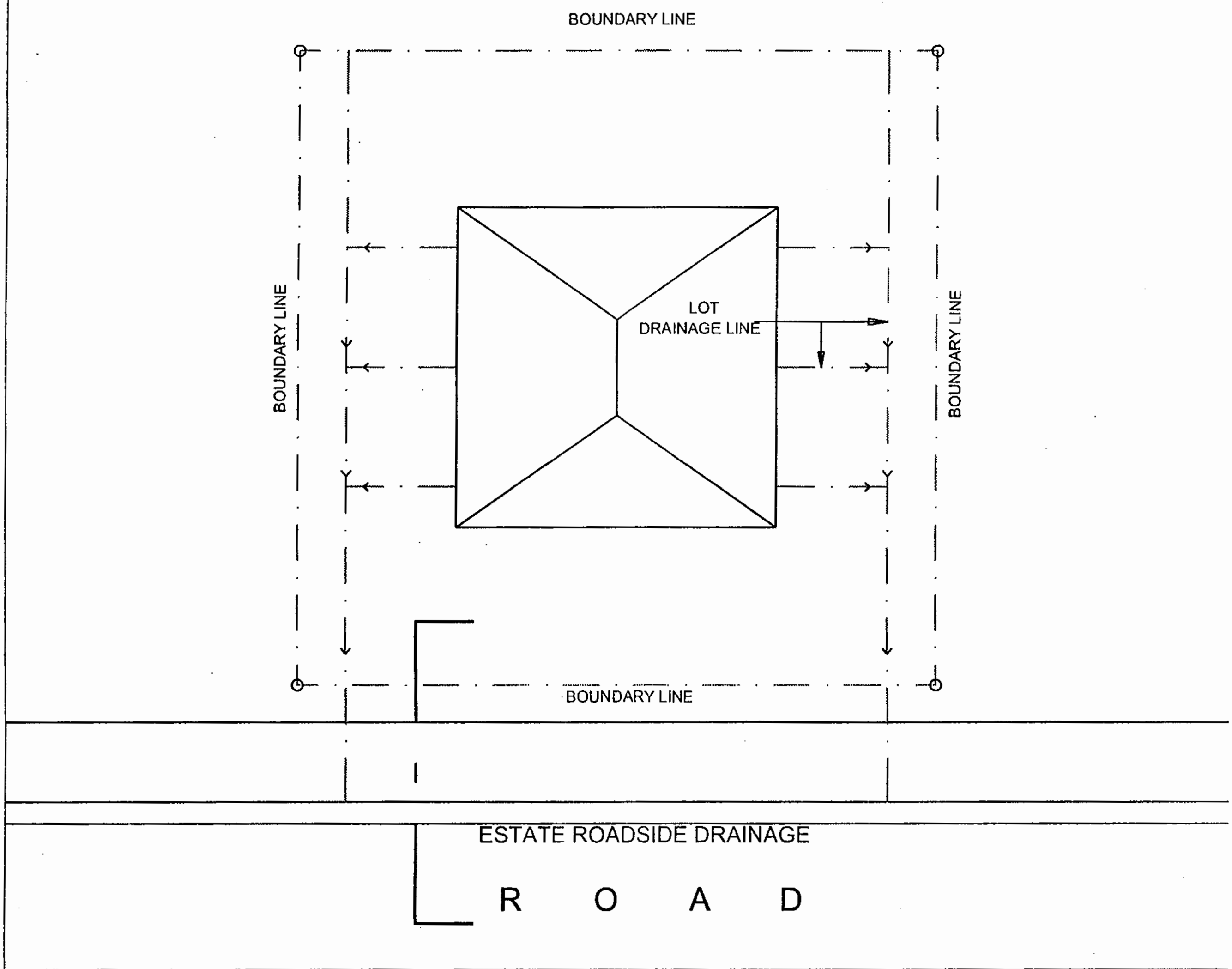
ATTACHMENT 4

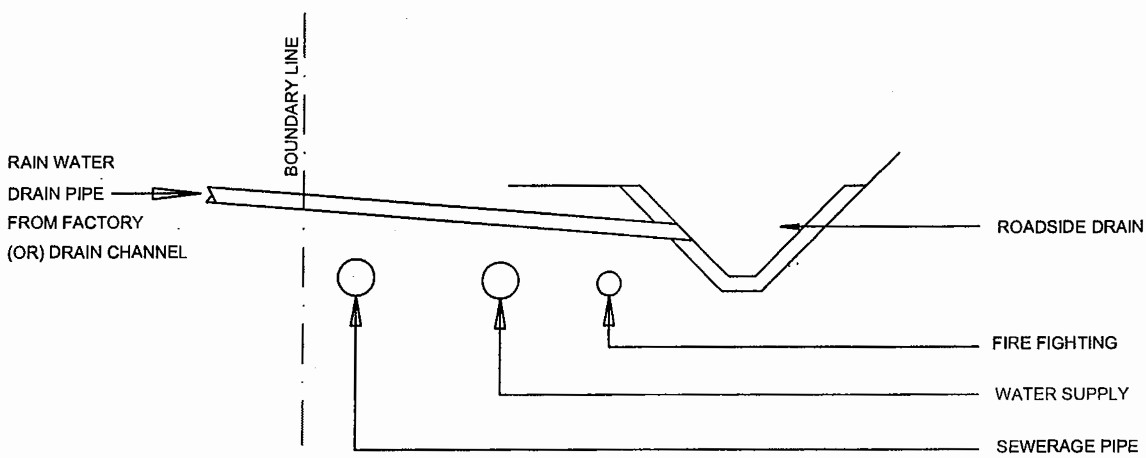
BOUNDARY FENCING REQUIREMENT



SECTION OF FENCE

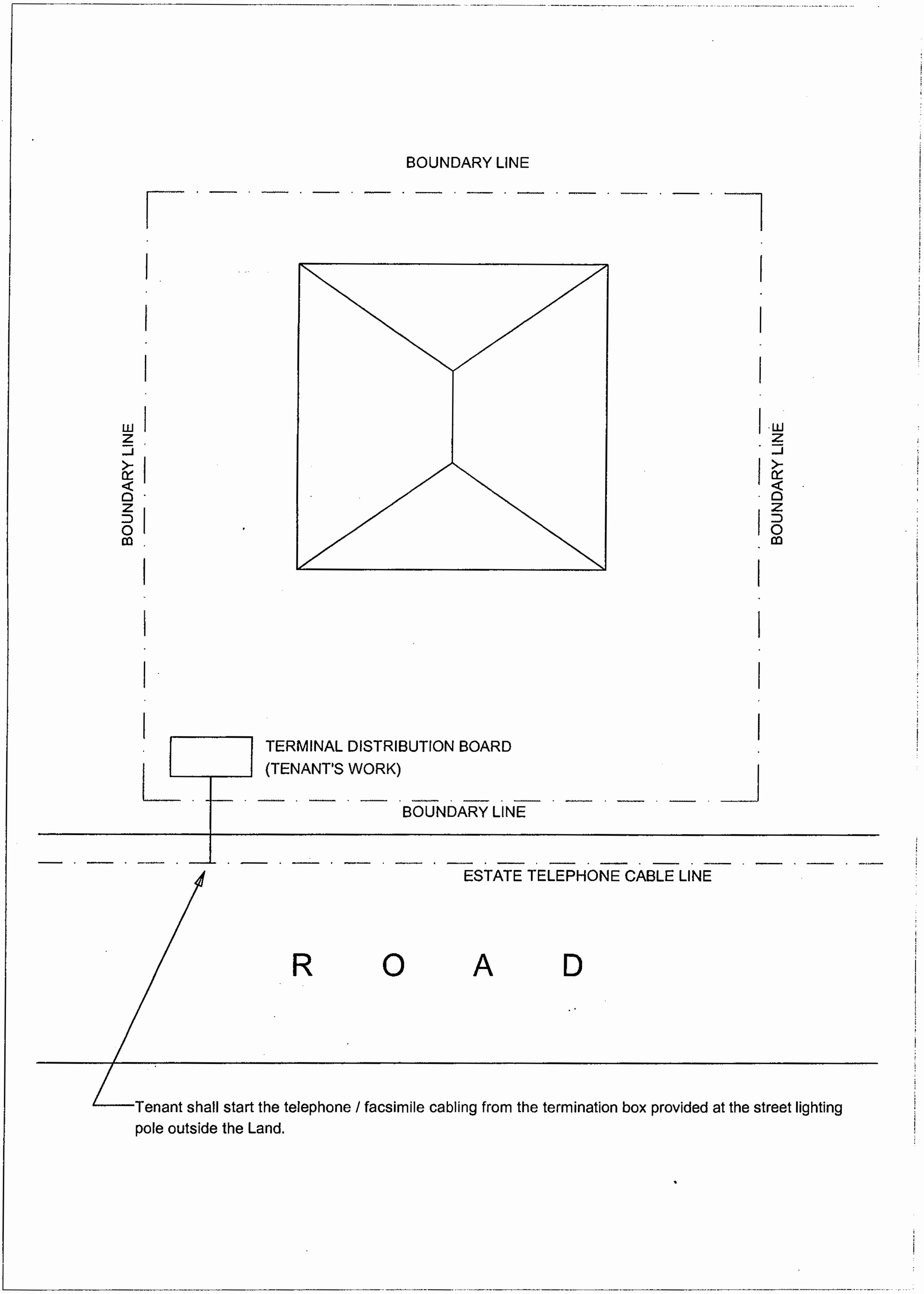
RAIN WATER DRAINAGE REQUIREMENT



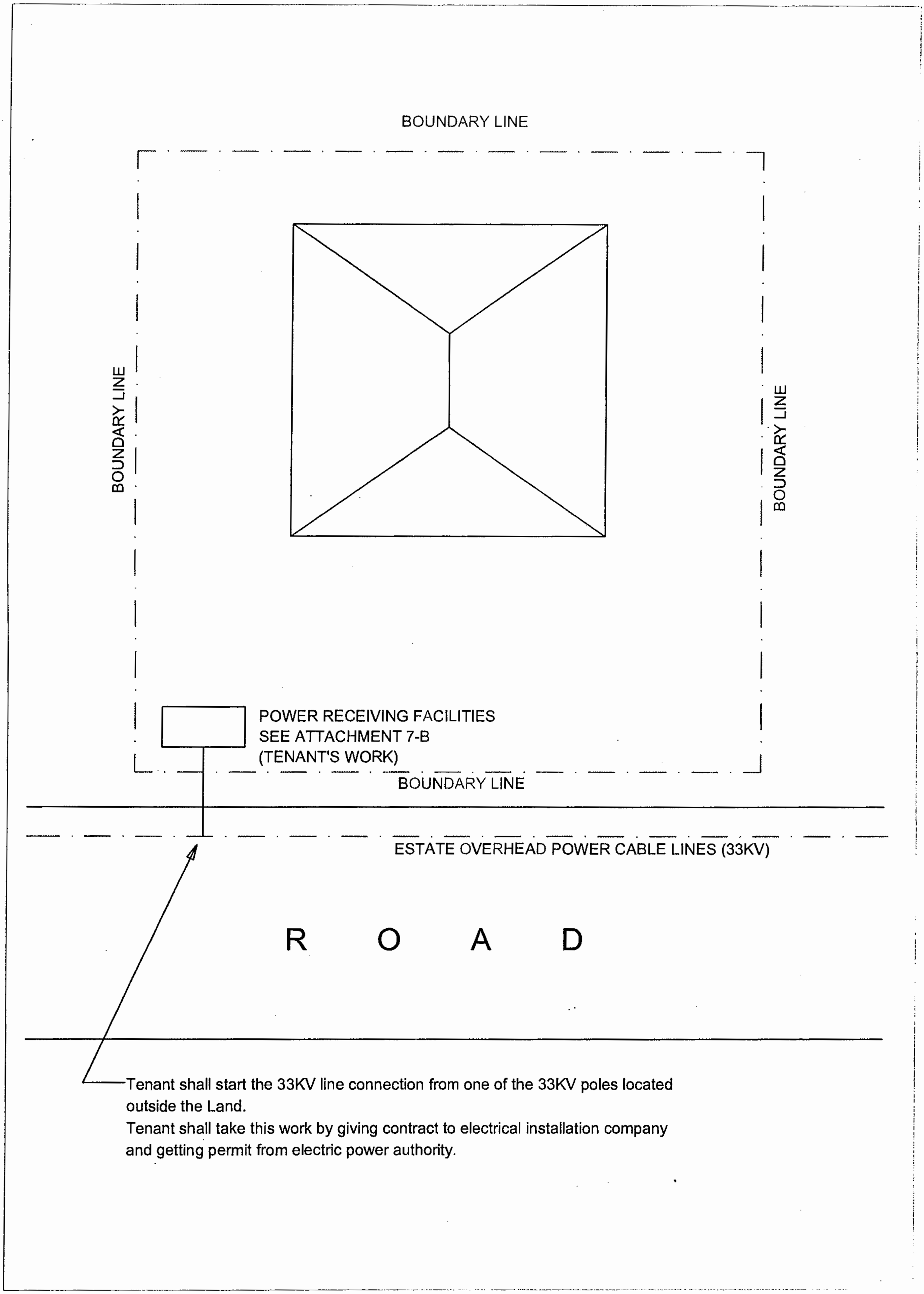


CROSS SECTION OF DRAINAGE SYSTEM

TELEPHONE / FACSIMILE CONNECTION

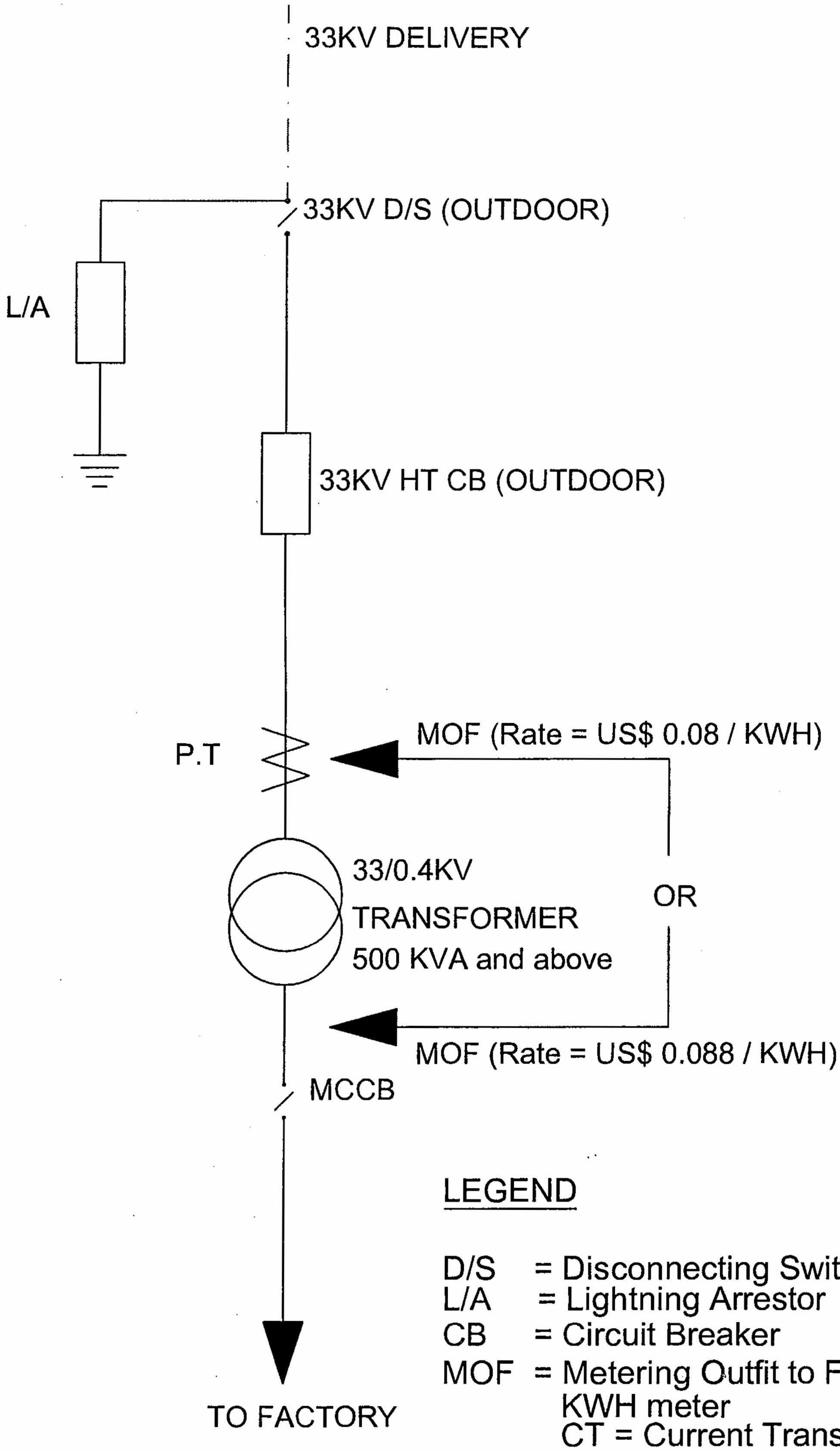


ELECTRICITY CONNECTION



ATTACHMENT 7B-1

ELECTRICITY RECEIVING REQUIREMENT (For Transformer 500KVA and above)

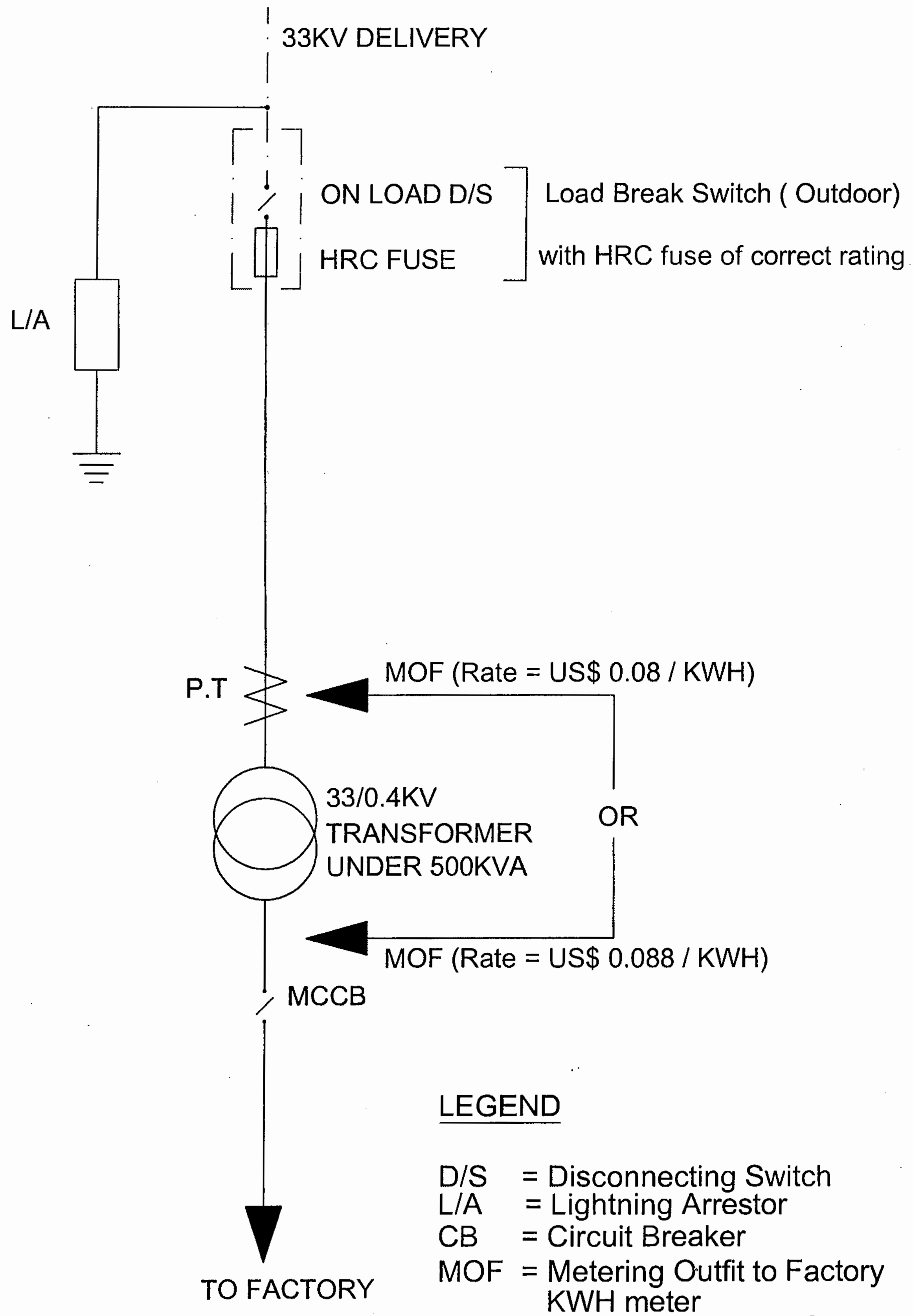


LEGEND

D/S = Disconnecting Switch
L/A = Lightning Arrestor
CB = Circuit Breaker
MOF = Metering Outfit to Factory
KWH meter
CT = Current Transformer
PT = Potential Transformer
MCCB= Metal Clad Circuit Breaker

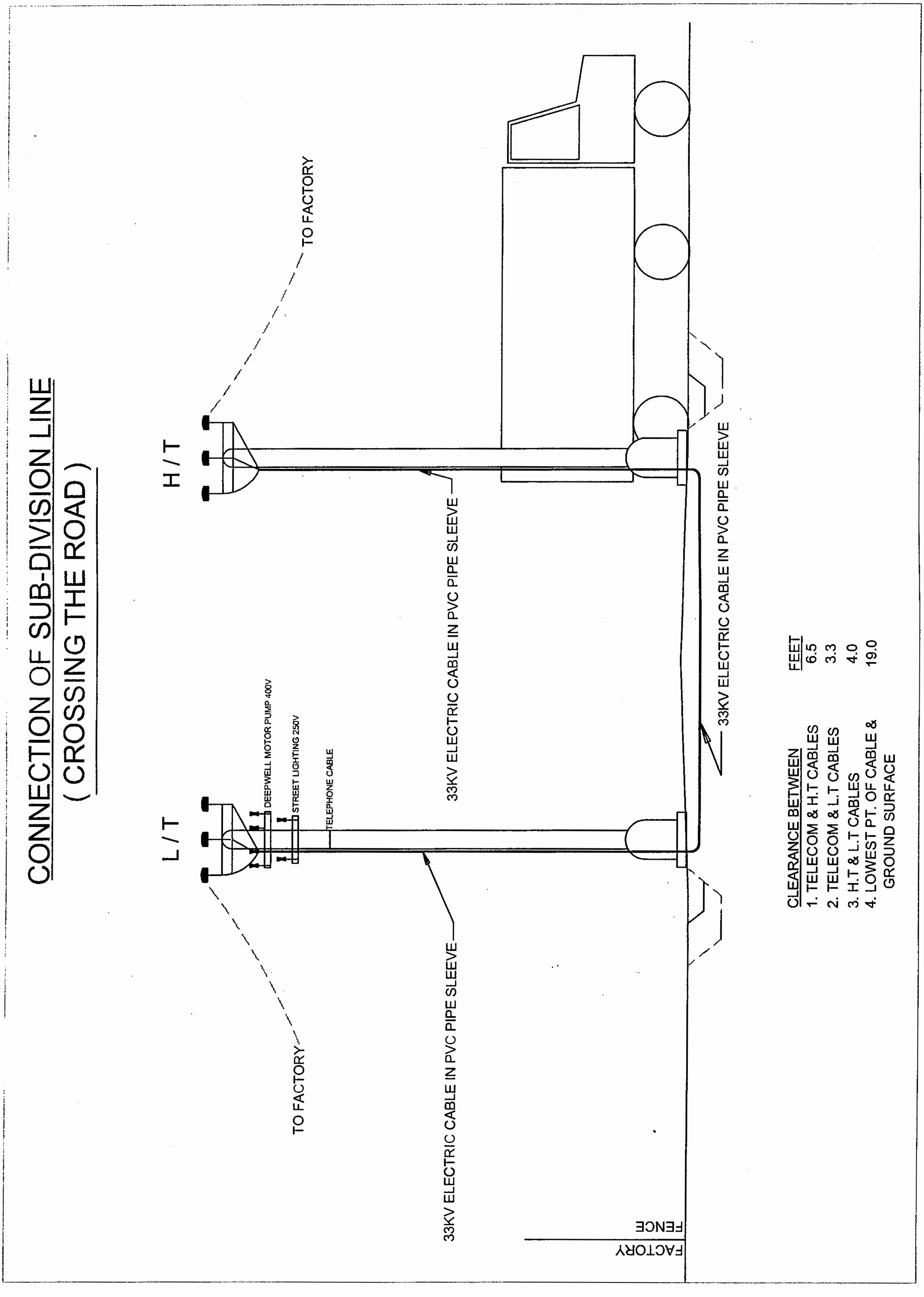
ATTACHMENT 7B-2

ELECTRICITY RECEIVING REQUIREMENT (For Transformer Size under 500KVA)

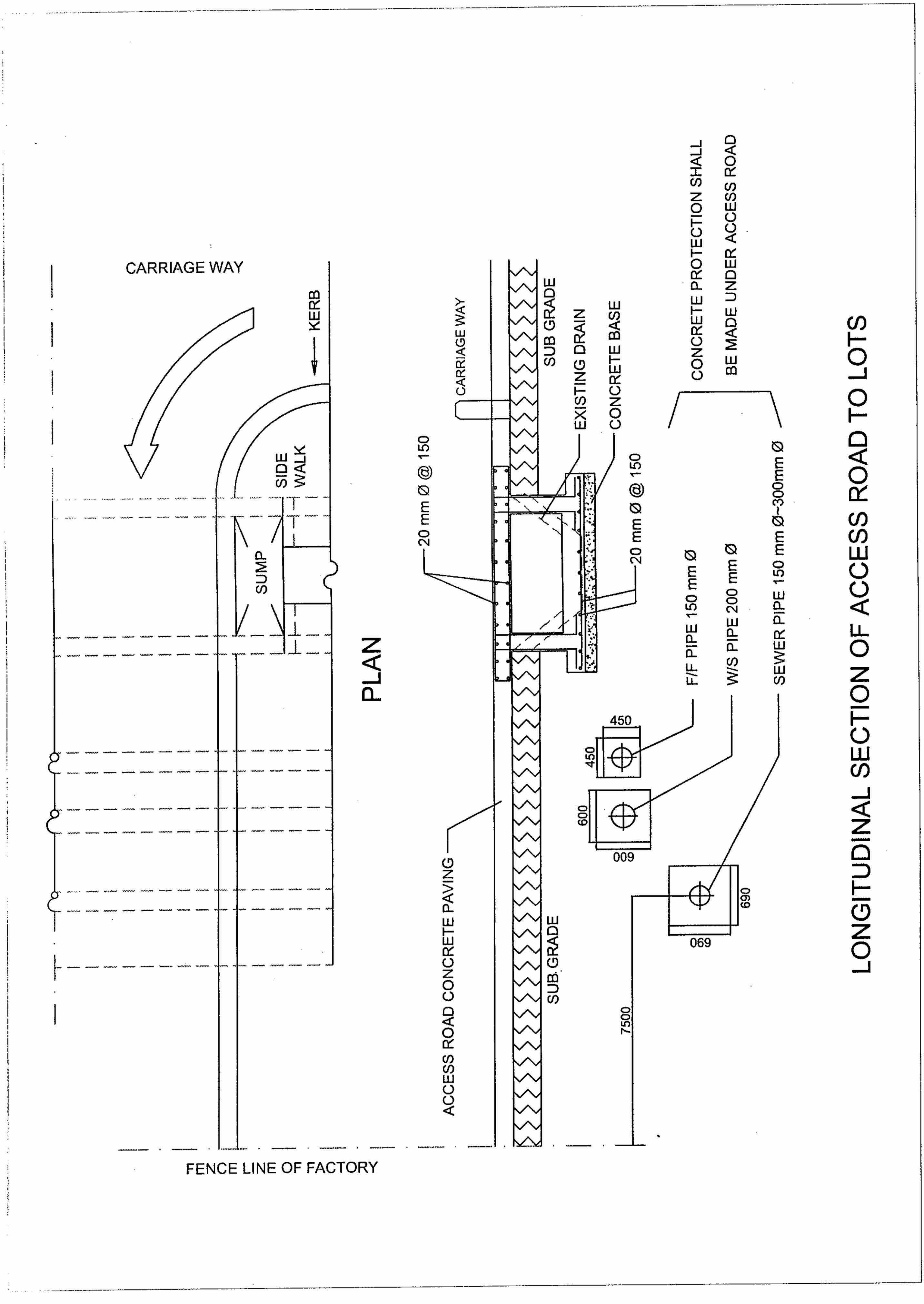


LEGEND

D/S = Disconnecting Switch
L/A = Lightning Arrestor
CB = Circuit Breaker
MOF = Metering Outfit to Factory
KWH meter
CT = Current Transformer
PT = Potential Transformer
MCCB= Metal Clad Circuit Breaker


CONNECTION OF SUB-DIVISION LINE
(CROSSING THE ROAD)
L / T
H / T
TO FACTORY
TO FACTORY
DEEPWELL MOTOR PUMP 400V
STREET LIGHTING 250V
TELEPHONE CABLE
33KV ELECTRIC CABLE IN PVC PIPE SLEEVE
33KV ELECTRIC CABLE IN PVC PIPE SLEEVE
33KV ELECTRIC CABLE IN PVC PIPE SLEEVE
33KV ELECTRIC CABLE IN PVC PIPE SLEEVE
CLEARANCE BETWEEN
FEET
1. TELECOM & H.T CABLES 6.5
2. TELECOM & L.T CABLES 3.3
3. H.T & L.T CABLES 4.0
4. LOWEST PT. OF CABLE & GROUND SURFACE 19.0
FENCE
FACTORY

ACCESS ROAD DETAILS



ATTACHMENT 9

WASTE WATER QUALITY CRITERIA

PARAMETER		UNIT	MAXIMUM ALLOWABLE LIMIT
PHYSICAL			
Temperature		°C	35
Dissolved Solids		mg/l	1000
Suspended Solids		mg/l	200
CHEMICAL			
pH		units	6-9
Iron	(Fe)	mg/l	5
Manganese	(Mn)	mg/l	0.5
Zinc	(Zn)	mg/l	5
Copper	(Cu)	mg/l	0.5
Chromium Hexav	(Cr)	mg/l	0.1
Cadmium	(Cd)	mg/l	0.01
Total Mercury	(Hg)	mg/l	0.005
Boron	(B)	mg/l	1
Nikel	(Ni)	mg/l	0.1
Phosphate	(PO_4-P)	mg/l	1
PCB		mg/l	0.003
Lead	(Pb)	mg/l	0.1
Arsenic	(As)	mg/l	0.05
Selenium	(Se)	mg/l	0.01
Cyanide	(Cn)	mg/l	0.02
Sulphur	(S)	mg/l	0.01
Fluorine	(F)	mg/l	1.5
Chlorine	(Cl_2)	mg/l	1
Chloride	(Cl)	mg/l	600
Sulphate	(SO_4)	mg/l	400
Free Ammonia	(NH_3-N)	mg/l	0.5
Nitrate	(NH_3-N)	mg/l	10
Nitrite	(NO_2-N)	mg/l	1
Oxygen Demand			
Biology	(BOD)	mg/l	240
Chemical	(COD)	mg/l	500
Blue Active Compound			
Methylene (Mixed Active Methyl Blue)		mg/l	0.5
Phenol		mg/l	0.002
Vegetable Oil & Fats		mg/l	30
Mineral Oil (Hydrocarbon)		mg/l	10
MBAS (Detergent)		mg/l	0.5
Radioactivity*			

Note: 1. Radioactivity* concentration follows the valid regulations.
2. No substances constituting an obstacle to the biological treatment process shall be included.

ATTACHMENT 10

AMBIENT AIR QUALITY CRITERIA

PARAMETER	AVERAGE TIME IN	PRIMARY		SECONDARY		INFO
		MIN	MAX	MIN	MAX	
CARBON MONOXIDE (CO)	1 hour 3 hour 8 hour 1 year	 -	 10 mg / m^3			
NITROGEN DIOXIDE (NO_2)	1 hour 3 hour 8 hour 24 hour 1 year	 -	 100 μg / m^3	 -	 100 μg / m^3 (0.05 ppm)	
SULPHUR DIOXIDE (SO_2)	1 hour 3 hour 8 hour 24 hour 1 year	- - - - -	- - - 265 μg / m^3 (0.14 ppm) 80 μg / m^3 (0.03 ppm)	- - - - -	1360 μg / m^3 (0.5 ppm) 260 μg / m^3 60 μg / m^3	
HYDROGEN SULPHIDE (H_2S)	1 hour 3 hour 8 hour 24 hour 1 year	-	24 μg / m^3 (0.21 ppm)			
HYDROCARBON	1 hour 3 hour 8 hour 24 hour 1 year	-	160 μg / m^3 (0.21 ppm)	-	160 μg / m^3 (0.21 ppm)	
DUST	1 hour 3 hour 24 hour 1 year	 -	 260 μg / m^3 75 μg / m^3	 -	 150 μg / m^3 (60 μg / m^3)	
LEAD (Pb)	30 days	-	1.5 μg / m^3 0.06 μg / m^3	-		
AMMONIA (NH_3)	24 hour	-	2 ppm			
OXIDANTS	1 hour		160 μg / m^3 (0.08 ppm)	-	160 μg / m^3 (0.08 ppm)	

ATTACHMENT 11

EMISSION QUALITY CRITERIA

Pollution	Emission Criteria	Units (g / Nm^3)
Smoke	All incineration Centers	Ringelman No. 2 shall not exceed more than 5 min / hr
Solid material	Process in industry	0.20 g / m^3 (after correction towards p 12% CO_2)
H_2SO_4 - SO	ditto	0.10 g / Nm^3 as HP SO_3
Compounds of: Fluorine	ditto	0.10 g / Nm^3 as HP
HCl	ditto	0.20 g / Nm^3 as HCl
Cl_2	ditto	0.10 g / Nm^3 as Cl_2
H_2S	ditto	5 ppm as H_2S
NO_2	ditto	2.0 g / Nm^3 as NO_2
CO	ditto	1.0 g / Nm^3 as CO
Cu	ditto	0.02 g / Nm^3 as Cu
Pb	ditto	0.02 g / Nm^3 as Pb
As	ditto	0.02 g / Nm^3 as As
Sb	ditto	0.01 g / Nm^3 as Sb
Cd	ditto	0.01 g / Nm^3 as Cd
Hg	ditto	0.01 g / Nm^3 as Hg

ATTACHMENT 12

NOISE LEVEL CRITERIA

I The threshold value for Noise in working-places is determined at 85 dBA.

II The threshold values for adjacent community / industrial areas are divided into three areas / regions.

II.1 Hospital, Nursing Place areas
- II.1.1 At night must not exceed 35 dBA.
- II.1.2 Morning and afternoon must not exceed 40 dBA.
- II.1.3 Midday must not exceed 45 dBA.

II.2 Housing areas
- II.2.1 At night must not exceed 40 dBA.
- II.2.2 Morning and afternoon must not exceed 45 dBA.
- II.2.3 Midday must not exceed 50 dBA.

II.3 Shopping complex, road and factory areas
- II.3.1 At night must not exceed 50 dBA.
- II.3.2 Morning and afternoon must not exceed 55 dBA.
- II.3.3 Midday must not exceed 60 dBA.

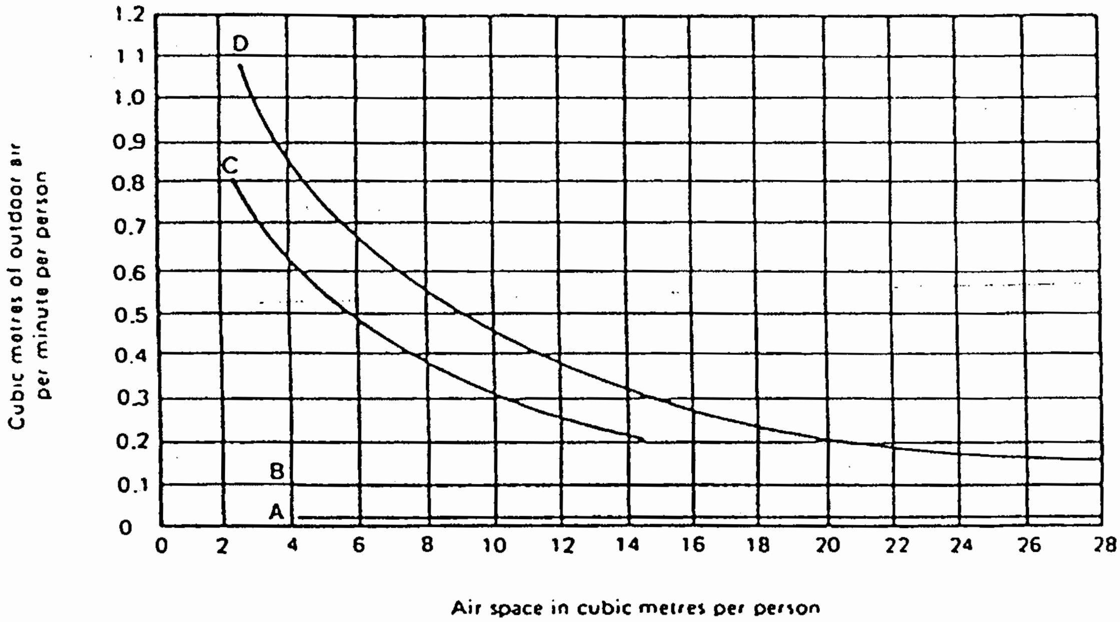
ATTACHMENT 13

REQUIREMENTS ON SANITARY CONVENIENCES AND WASHING FACILITIES

Categories of places	No. of sanitary facilities				
	Female		Male		
	Wc	Wb	Wc	Ur	Wb
The sanitary requirements should be provided in accordance to the floor area or the number of workers, whichever is greater.					
a. By Area					
For the first 500 m^2	1	2	1	2	2
501 m^2 - 1000 m^2	2	3	2	4	3
1001 m^2 - 2000 m^2	3	5	3	6	5
For every additional 1000 m^2 in excess of 2,000 m^2	1	2	1	2	2
b. By No. of Workers					
Male workers up to 25			1	2	2
26 - 50 workers			2	3	3
51 - 100 workers			3	5	5
Every 50 in excess of 100 workers			1	2	1
Female workers up to 20	1	1			
21 - 40 workers	2	2			
41 - 70 workers	3	3			
71 - 100 woekers	4	4			
101 - 140 workers	5	5			
141 - 180 workers	6	6			
Every 40 in excess of 180 workers	1	1			
c. Showers					
For every 25 workers - 1 shower					

Wc = water closet
Wb = wash basin
Ur = urinal 600 mm is taken as 1 unit

VENTILATION REQUIREMENTS



A Air required to provide necessary oxygen content

B Air required to prevent CO_2 concentrations from rising above 0.5 per cent

C : Air required to remove objectionable body odors on sedentary adults

D Data in curve C increased by 50% (and projected) to allow for moderate physical activity

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သက်ဆိုင်ရာဌာန
၂၁/၃/၁၃

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
ပြည်ထောင်စုရှေ့နေချုပ်ရုံး
နေပြည်တော်

စာအမှတ်၊ ၂(၅) ၃ - ၂၀ / နပတ(၂၁၁)

ရက်စွဲ၊ ၂၀၁၃ ခုနှစ် ၊ မတ်လ ၂၉ ရက်

အကြောင်းအရာ။ **Sub - Lease Agreement (မူကြမ်း)အား စိစစ်ပေးရန်ကိစ္စ**

ရည် ညွှန်း ချက် ။ ဆောက်လုပ်ရေးဝန်ကြီးဌာန ၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ၄-၃-၂၀၁၃ ရက်စွဲပါစာအမှတ်၊ မအ/နဆစ/ MIPCL /၂၀၁၃(၂၁၀)

၁။ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် Kepventure Pte Co., Ltd တို့၏ ဖက်စပ်ကုမ္ပဏီ Mingaladon Industrial Park Co.,Ltd မှ ဖော်ထုတ်တည်ထောင်ထားသည့် နိုင်ငံတကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်အတွင်းရှိမြေကွက်အမှတ် A-7-2 အား ဂျပန်နိုင်ငံအခြေစိုက် Matsuya R & D Co,Ltd သို့ ငှားရမ်းရန်အတွက် ချုပ်ဆိုမည့် Sub-Lease Agreement (မူကြမ်း) အားစိစစ်ပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် မေတ္တာရပ်ခံလာသောကိစ္စဖြစ်ပါသည်။

၂။ ရည်ညွှန်းချက်ပါစာဖြင့် ပူးတွဲပေးပို့လာသော Sub-Lease Agreement (မူကြမ်း) ကို ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်၍ အောက်ပါအတိုင်းသုံးသပ်အကြံပြုအပ်ပါသည်-

(က) စာချုပ်(မူကြမ်း)တွင် ကွက်လပ်များပါရှိနေသဖြင့် စာချုပ်ချုပ်ဆိုချိန်တွင် ပြည့်စုံစွာဖြည့်စွက်ထားပြီးဖြစ်ရန် လိုအပ်ပါသည်၊

(ခ) တံဆိပ်ခေါင်းအက်ဥပဒေပုဒ်မ ၉ အရ တံဆိပ်ခေါင်းခွန်ကင်းလွတ်ခွင့် (သို့မဟုတ်) သက်သာခွင့်မရရှိသေးလျှင်တံဆိပ်ခေါင်းအက်ဥပဒေအရကျသင့်

သော တံဆိပ်ခေါင်းခွန်ကို မြေအငှားချထားခြင်းခံရသူက ထမ်းဆောင်ရမည်ဖြစ် ပါသည်၊

(ဂ) လိုအပ်သောနေရာအချို့တွင် မင်နီဖြင့်အနည်းငယ် ဖြည့်စွက်ပြင်ဆင်ပေးလိုက်ပါသည်။

၃။ ဤစာချုပ်(မူကြမ်း)ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်း အရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်း ဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့်မှတ်ချက် ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ်များနှင့် စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းဆောင်ရွက်ရန် အကြံပြုအပ်ပါသည်။

၄။ Matsuya R & D Co,Ltd သည် သက်ဆိုင်ရာနိုင်ငံ၏ဥပဒေအရ တရားဝင်ဖွဲ့စည်းထားသောကုမ္ပဏီဟုတ် မဟုတ်၊ စာချုပ်ပါလုပ်ငန်းကို လုပ်ကိုင်နိုင်ခွင့်နှင့် လုပ်ကိုင် နိုင်စွမ်းရှိ မရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ထားခြင်းခံရသူဟုတ် မဟုတ် စသည် တို့အတွက် သက်ဆိုင်ရာစာရွက်စာတမ်းများ တောင်းယူစိစစ်သင့်ပါသည်။

၅။ ဤစာချုပ်(မူကြမ်း)ကို လက်မှတ်ရေးထိုးပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန်အတွက် ဤရုံးသို့ မိတ္တူ(၃)စောင် ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

၁၉/၂/၂၀၁၃

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မေသီလင်း ၊ ညွှန်ကြားရေးမှူး)

ညွှန်ကြားရေးမှူးချုပ်
မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

【Annexure 5】

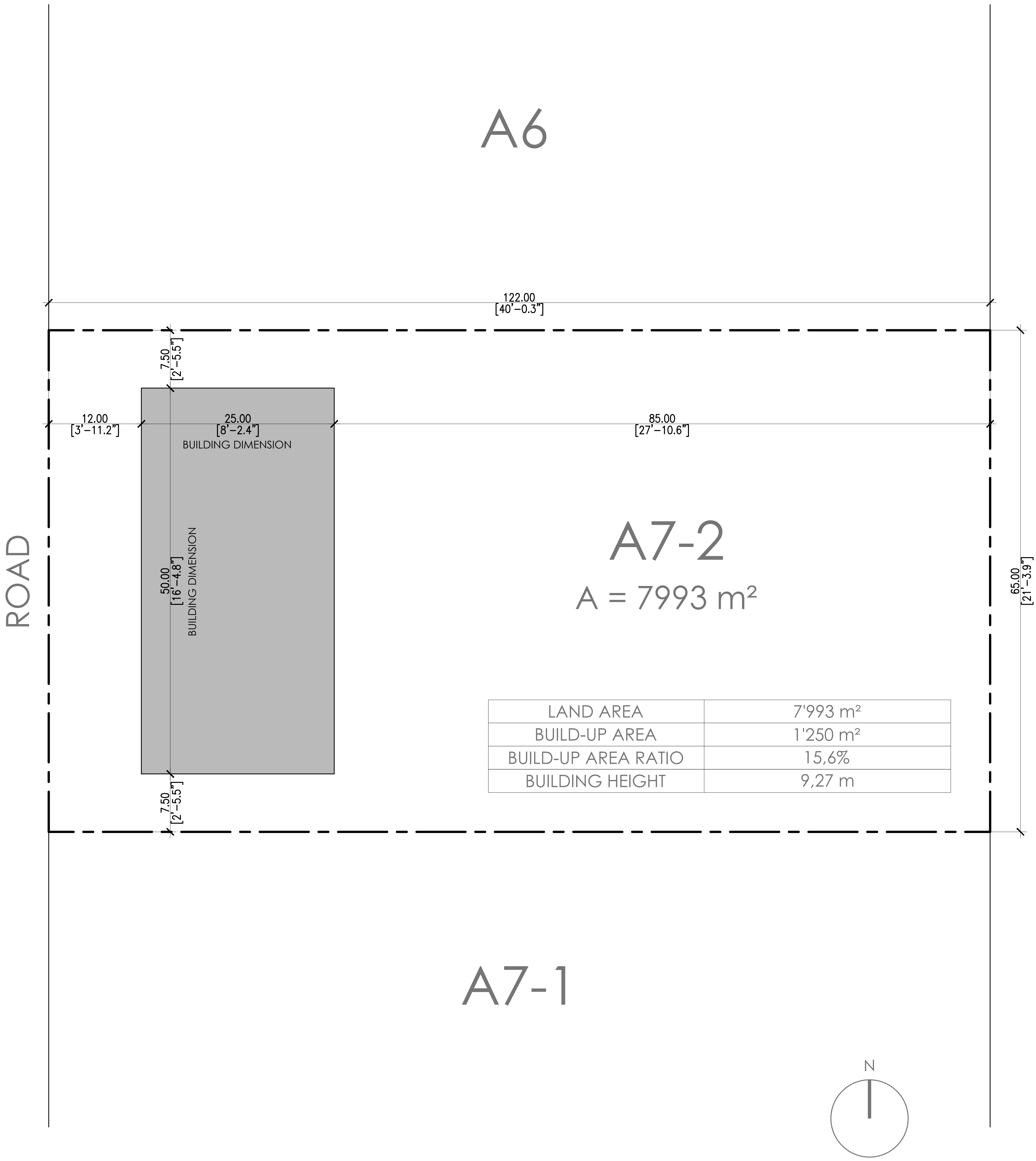
Design of factory

DOMENICO FUSANI ENGINEER

MONZA (ITALY)

MINGALARDON
INDUSTRIAL ZONE

September 2014



LAND AREA	7'993 m^2
BUILD-UP AREA	1'250 m^2
BUILD-UP AREA RATIO	15,6%
BUILDING HEIGHT	9,27 m

Scale 1:500

UPDATING : 2014/09/22

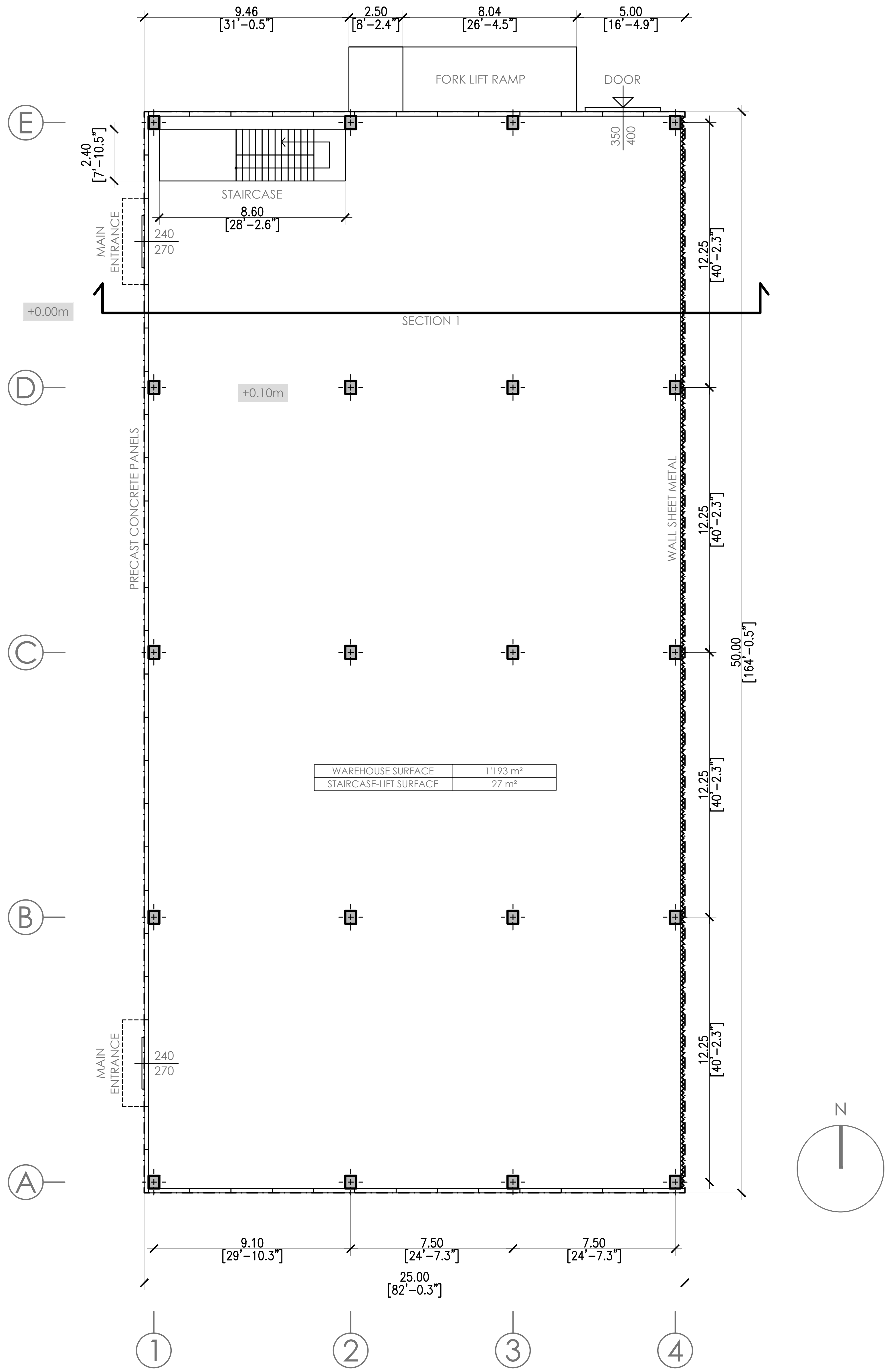
ISSUE : 2014/09/09

DOMENICO FUSANI ENGINEER

S.01

Mingalardon Industrial zone

OBJECT: SITE AREA



Scale 1:200

UPDATING : 2014/09/22

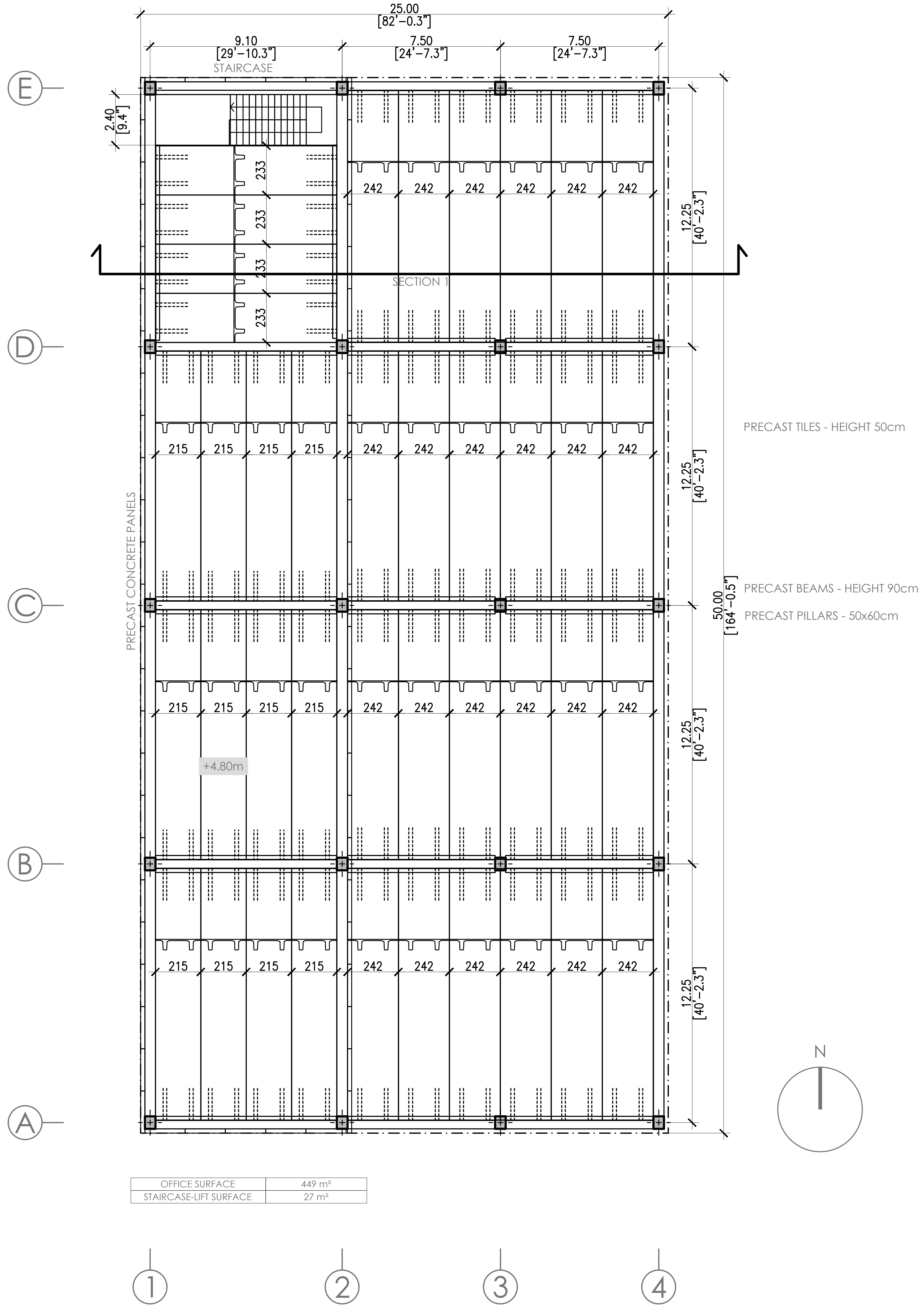
ISSUE : 2014/09/09

DOMENICO FUSANI ENGINEER

S.02

Mingalardon Industrial zone

OBJECT: STRUCTURAL SCHEME - GROUND FLOOR



OFFICE SURFACE	449 m²
STAIRCASE-LIFT SURFACE	27 m²

Scale 1:200

UPDATING : 2014/09/22

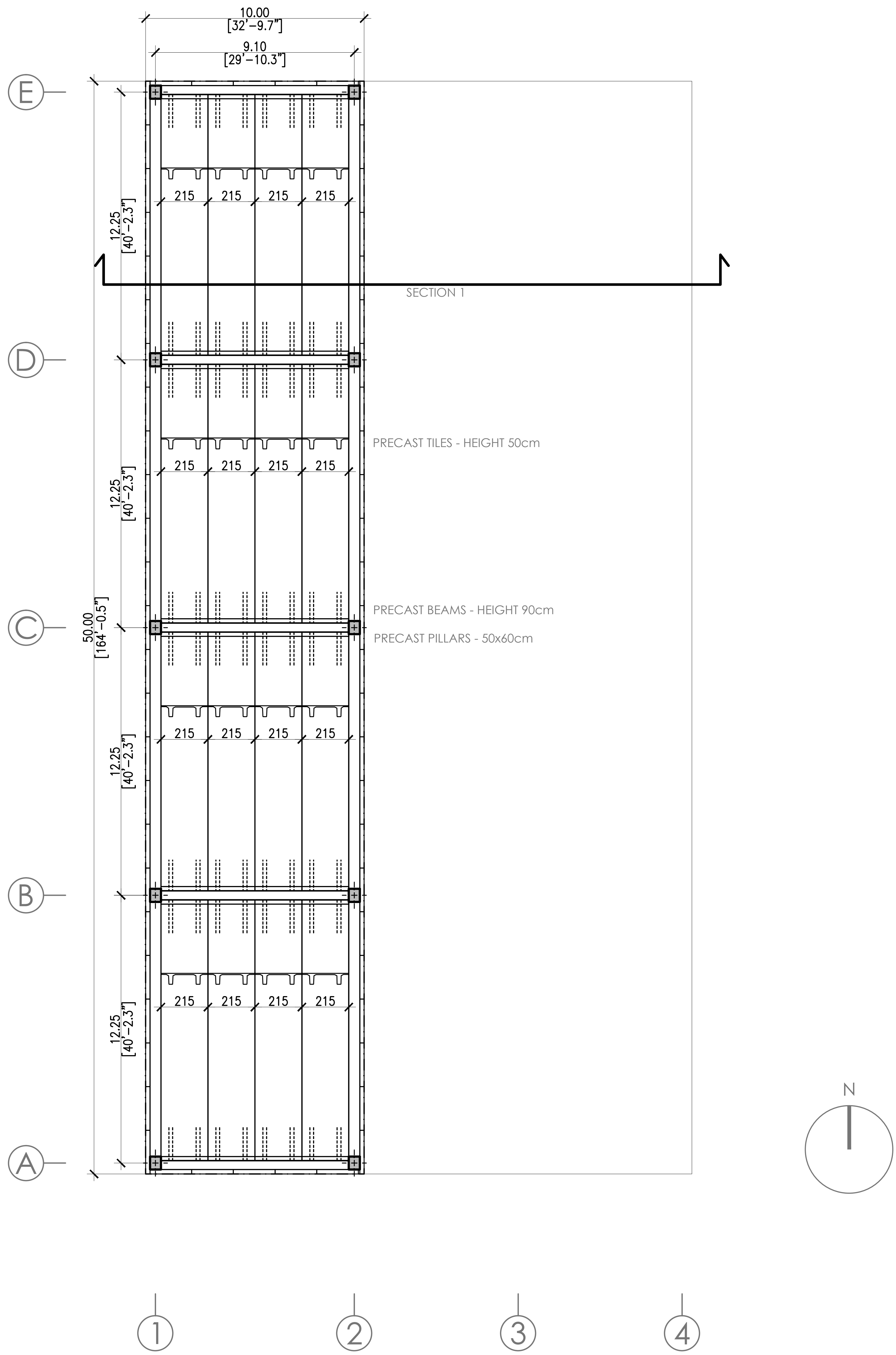
ISSUE : 2014/09/09

DOMENICO FUSANI ENGINEER

S.03

Mingalardon Industrial zone

OBJECT: STRUCTURAL SCHEME - FIRST FLOOR



Scale 1:200

UPDATING : 2014/09/22

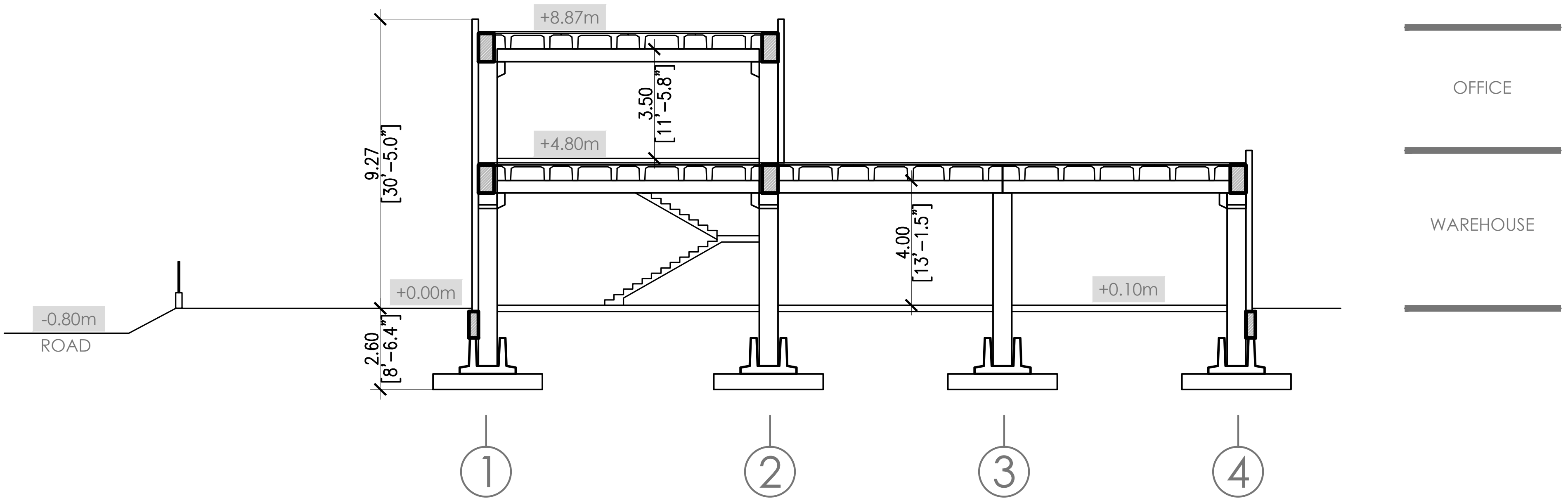
ISSUE : 2014/09/09

DOMENICO FUSANI ENGINEER

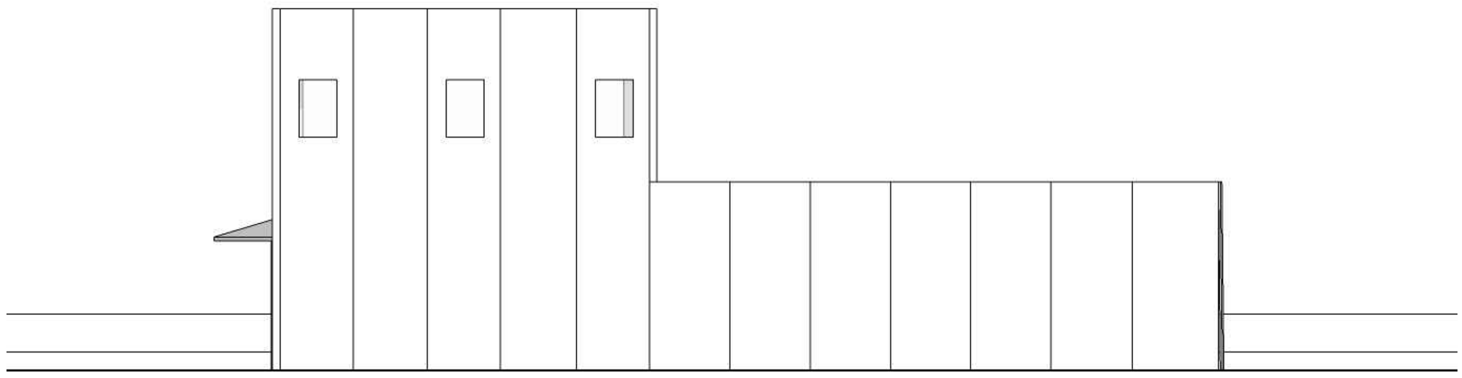
S.04

Mingalardon Industrial zone

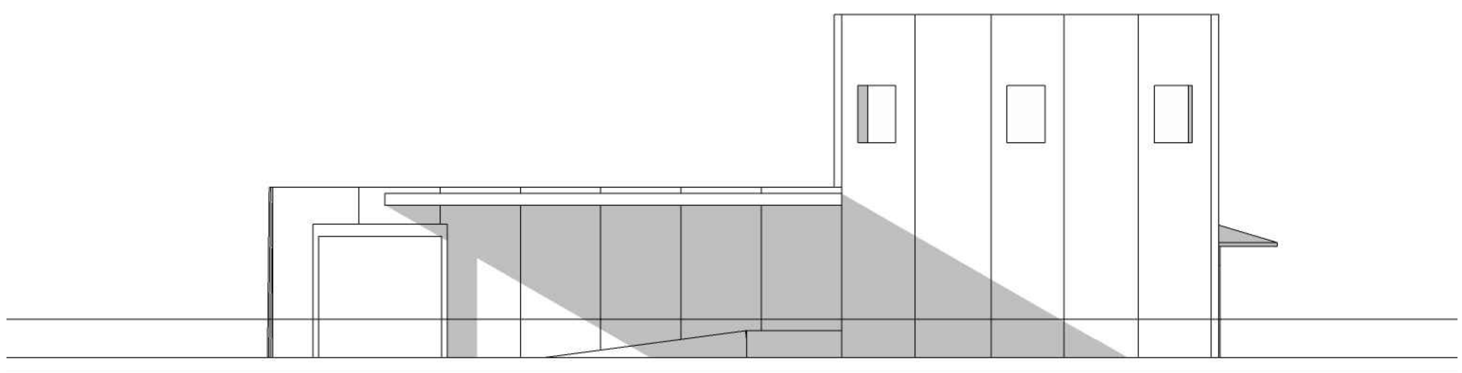
OBJECT: STRUCTURAL SCHEME - SECOND FLOOR



SECTION



SOUTH VIEW



NORTH VIEW

Scale 1:200

UPDATING : 2014/09/22

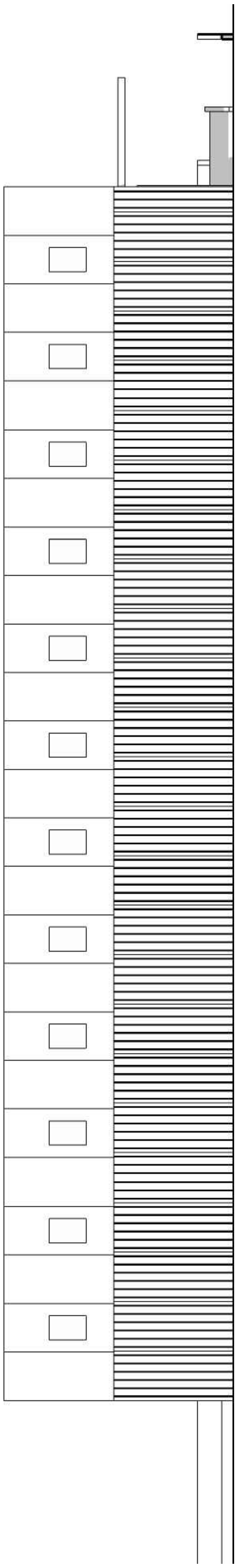
ISSUE : 2014/09/09

DOMENICO FUSANI ENGINEER

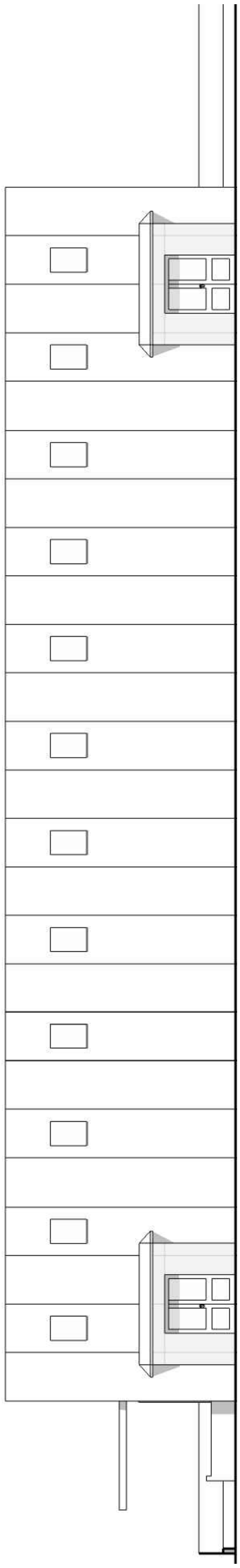
S.05

Mingalardon Industrial zone

OBJECT: STRUCTURAL SCHEME - SECTION AND VIEW



EAST VIEW



WEST VIEW

Scale 1:200

UPDATING : 2014/09/22

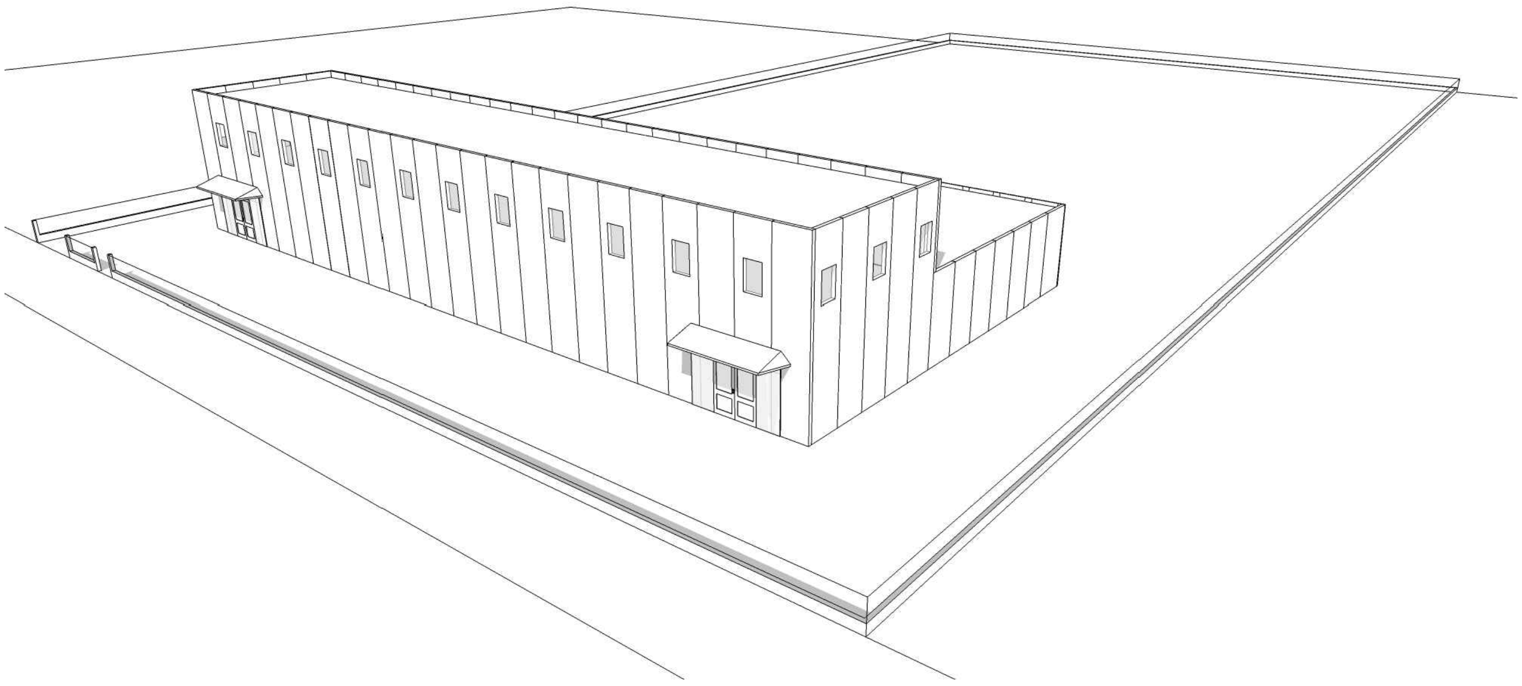
ISSUE : 2014/09/09

DOMENICO FUSANI ENGINEER

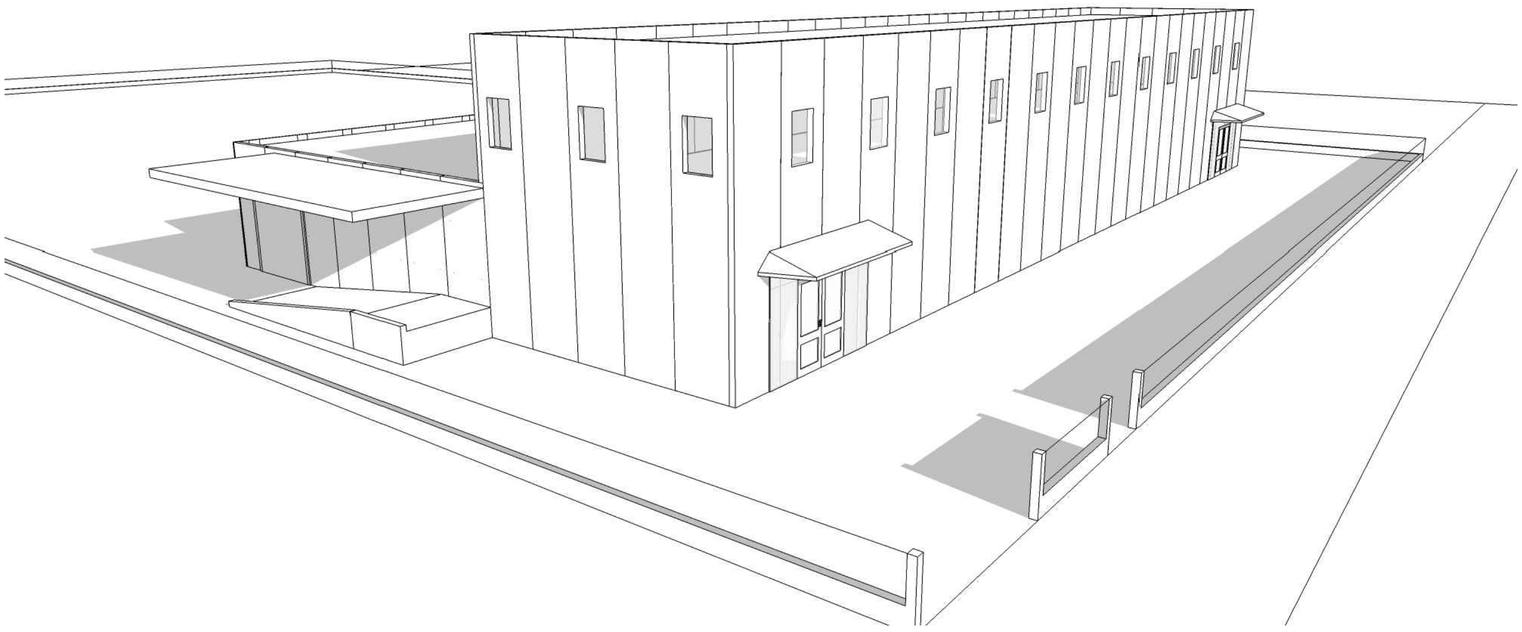
S.06

Mingalardon Industrial zone

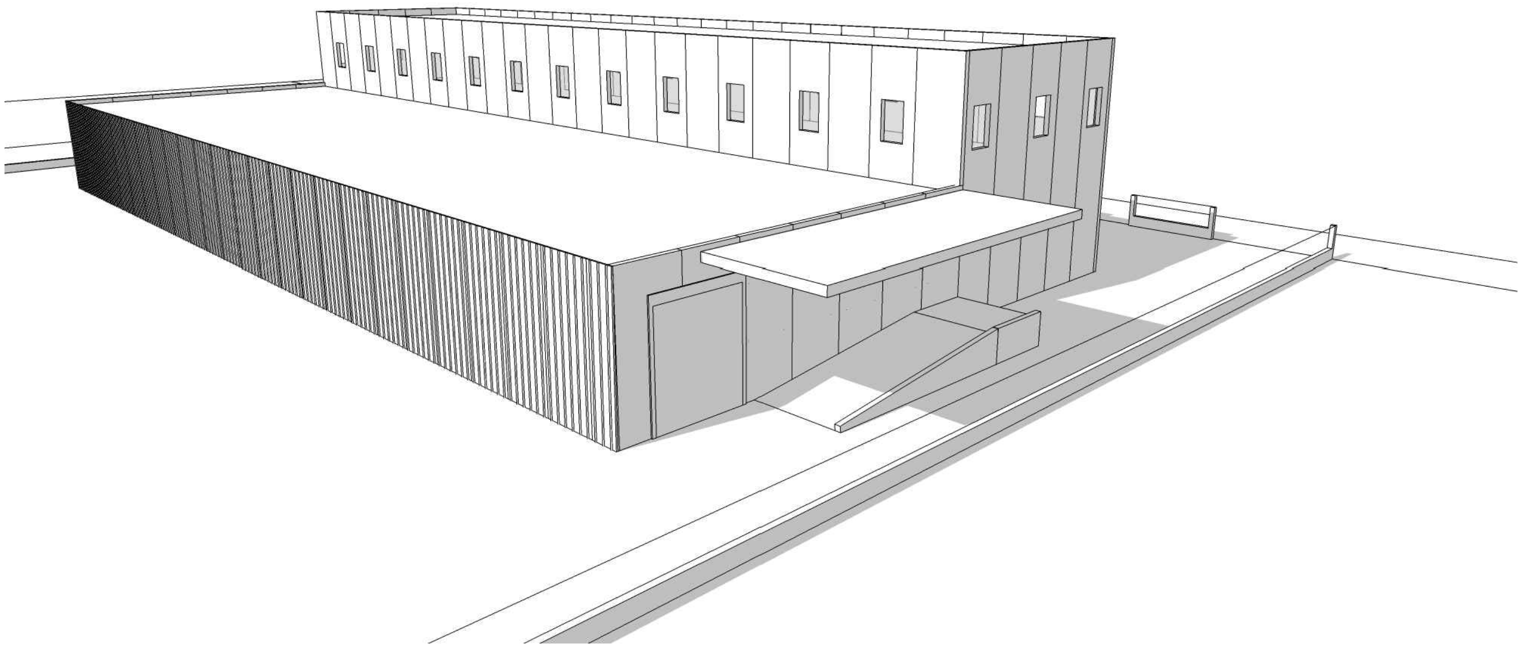
OBJECT: EAST VIEW AND WEST VIEW



3D VIEW



3D VIEW



3D VIEW

UPDATING : 2014/09/22

ISSUE : 2014/09/09

DOMENICO FUSANI ENGINEER

S.07

Mingalardon Industrial zone

OBJECT: 3D VIEW

【Annexure 6】

Plans for Social Security
and Welfare for employees

MRD MATSUYA R&D Co.,Ltd.
〒912-0081
3-19 Motomachi Ono City Fukui Japan
TEL +81-779-66-2096
FAX +81-779-65-8373

MATSUYA R&D (Myanmar) Co., Ltd.

Plans for Social Security and Welfare for employees

Number of Employee: 268 People (3 foreigner & 265 local)

Category	Number	Basis of Appointment
Direct Dept.		
-Foreigner	2	
-Local	262	
(-Factory Manager)	(1)	Team leader
(-Leader & QC)	(10)	Worker
(-Worker)	(251)	
Indirect Dept.		
-Foreigner		
-Top Management	1	General Manager
-Local	3	
(-Admin & Accountant)	(3)	Administration & Accountant
Total	268	

Statement of Social Security and Welfare plan

1. We will agree to follow and comply with the rules, policies and regulations together with notifications and orders related to the employee Social Security and Welfare imposed by the Republic of the Union of Myanmar.

2. We will establish employee welfare policy and publish to all employees at the start of the appointment.

3. We will arrange the following programs for the employee welfare voluntarily.

3-1. We will arrange ferry cars for transportation of the employees.

3-2. We will provide annual medical check-up fees for management personnel of the company.

3-3. We will incur all cost if the employee is injured in our factory operation or on duty till the employees is well. And the employees will entitle leave while he/ she is not being well.

3-4. We will provide open house for employee's family for the entertainment of all employees.

3-5. We will provide the shower for employee if they want to take.

MRD MATSUYA R&D Co.,Ltd.
〒912-0081
3-19 Motomachi Ono City Fukui Japan
TEL +81-779-66-2096
FAX +81-779-65-8373

Estimated Wage Rate

#	Position	Wage Rate (estimation)
Direct Dep.		
1	Technical Assistant (Foreigner)	US$ 2,000 (2016) to US$ 2,500 (2025)
2	Factory Manager	US$ 800 (2016) to US$ 1,300 (2025)
3	Leader & QC	US$ 250 (2016) to US$ 320 (2025)
4	Worker	US$ 90 (2016) to US$ 125 (2025)
Indirect Dep.		
5	Top Management (Foreigner)	US$ 2,000 (2016) to US$ 2,500 (2025)
6	Administration & Accountant	US$ 500 (2016) to US$ 640 (2025)

For and on behalf of MATSUYA R&D (Myanmar) Co., Ltd.

杉本賢治

Kenji Sugimoto
Promoter / Authorized Representative

【Annexure 7】

Environmental Impact Assessment

MRD MATSUYA R&D Co.,Ltd.
〒912-0081
3-19 Motomachi Ono City Fukui Japan
TEL +81-779-66-2096
FAX +81-779-65-8373

MATSUYA R&D (Myanmar) Co., Ltd.

Plans for Environmental Aspects and Impacts

MATSUYA R&D (Myanmar) Co., Ltd. is the company its business operation is (i)Manufacturing of cuffs for sphygmomanometers on CMP basis, (ii)Manufacturing of healthcare equipment on CMP basis, (iii)Manufacturing of airbag, seat belt and car seat on CMP basis, (iv)Manufacturing of automobile interior parts on CMP basis and (v)Manufacturing of product of cloth and leather on CMP basis. We intend to start the business operation on 2016.

Our environmental management system will be based on parent company. In our environmental management, the first stage is basic policy planning, the second is setting plan and target, the third is implementation and operation, the fourth is checking and taking corrective action, the fifth and final is management review.

We **will not dispose any waste disposal to environment**. To promote countermeasures from where waste productions have been produced, we proceed the "visualization" of "what sort of waste" "from which department" "when" and "how much", and it contributes to the activity of reduction for material wastes.

We will try to save electricity and fuel consumption by setting the appropriate level and training the employee for saving consumption. For water consumption, we will try to save by setting appropriate level and checking it. Moreover, we will train the employee for saving consumption.

In addition, we will agree **to follow and comply with the rules, policies and regulations together with notifications and orders related to the Environment imposed by the Republic of the Union of Myanmar**.

We will **establish Environment policy and publish to all employee and related parties** of the business at the start of the our operation for treating the environmental issue.

Yours faithfully,

For and on behalf of MATSUYA R&D (Myanmar) Co., Ltd.

杉本賢治

Kenji Sugimoto
Promoter / Authorized Representative

MRD MATSUYA R&D Co.,Ltd.
〒912-0081
3-19 Motomachi Ono City Fukui Japan
TEL +81-779-66-2096
FAX +81-779-65-8373

Date :

Chairman
Myanmar Investment Commission,
Ministry of National Planning and Economic Development
Building No.32, Nay Pyi Taw.

Subject: Undertaking of preparing of EMP

Dear Sir

We, Matsuya R&D Co., Ltd., are still preparing Environmental Management Plan for operation factory in Mingaladon Industrial Park now.

We will submit EMP as soon as preparing.

Thanking you for your kind attention and assistance.

Yours truly,

杉本賢治

Kenji Sugimoto
Promoter

【Annexure 8】

Socio-economic Impact Assessment

MRD MATSUYA R&D Co.,Ltd.
〒912-0081
3-19 Motomachi Ono City Fukui Japan
TEL +81-779-66-2096
FAX +81-779-65-8373

MATSUYA R&D (Myanmar) Co., Ltd.

Plans for "Socio-economic Impact Assessment

Business Operation: (i) Manufacturing of cuffs for sphygmomanometers on CMP basis.
(ii) Manufacturing of healthcare equipment on CMP basis.
(iii) Manufacturing of airbag, seat belt and car seat on CMP basis.
(iv) Manufacturing of automobile interior parts on CMP basis.
(v) Manufacturing of product of cloth and leather on CMP basis.

Project to be started from 2016

1. We will agree to follow and comply with the rules, policies and regulations together with notifications and orders related to the socio-economic aspects imposed by the Republic of the Union of Myanmar.
2. We will establish Socio-economic policy and publish to all employees at the start of our operation.
3. We will contribute to local community and society activity.
4. After starting the operation the following socio-economic aspects are expected

Sr.	Aspects	Impacts
1	Number of Local Employment	265
2	Level of Income received by local employee (2016: plan)	Level 1 -Worker : (90) US$/month Level 2 -Leader & QC : (250) US$/month Level 3 -Factory Manager : (800) US$/month
3	Average Training Hours expected to each workers	We will do training for 60 to 120 hours/year.
4	Contribution Factor on country GDP	-2016: US$ 162,000 -2021: US$ 799,000 -2017: US$ 324,000 -2022: US$ 939,000 -2018: US$ 485,000 -2023: US$ 939,000 -2019: US$ 599,000 -2024: US$ 1,127,000 -2020: US$ 799,000 -2025: US$ 1,127,000
5	Local businesses	Because of CMP scheme, we will not be a competitor for local businesses in Myanmar. And we can make new opportunity of working.

Yours faithfully,

For and on behalf of MATSUYA R&D (Myanmar) Co., Ltd.

杉本賢治

Kenji Sugimoto
Promoter / Authorized Representative

【Annexure 9】

Memorandum of Association and
Articles of Association (Draft)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

မဆုရ အာရ် အန် ဒီ (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

MATSUYA R&D (MYANMAR) COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

မဆုရ အာရ် အန် ဒီ (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ကုမ္ပဏီ၏အမည်သည် မဆုရ အာရ် အန် ဒီ (မြန်မာ) ကုမ္ပဏီ လီမိတတ် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် USD ၃,၀၀၀,၀၀၀ /-(USD သုံးသန်း တိတိ) ဖြစ်၍ငွေ USD ၅၀၀ /-(USD ငါးရာ တိတိ) တန် အစုရှယ်ယာပေါင်း (၆,၀၀၀) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့်လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့်ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

(၁) အောက်ပါဝန်ဆောင်မှုလုပ်ငန်းများကို မိမိတစ်ဦးတည်းဖြစ်စေ၊ မည်သည့်ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ လုပ်ကိုင်ဆောင်ရွက်ရန်။

i) CMP စနစ်ဖြင့် သွေးဖိအားတိုင်းကိရိယာ ထုတ်လုပ်ခြင်းလုပ်ငန်း။

ii) CMP စနစ်ဖြင့် ကျန်းမာရေးစောင့်ရှောက်မှုကိရိယာများ ထုတ်လုပ်ခြင်းလုပ်ငန်း။

iii) CMP စနစ်ဖြင့် airbag, seat belt and car seat များ ထုတ်လုပ်ခြင်းလုပ်ငန်း။

iv) CMP စနစ်ဖြင့် ကားအတွင်းပိုင်းအစိတ်အပိုင်းများ ထုတ်လုပ်ခြင်း လုပ်ငန်း။

v) CMP စနစ်ဖြင့် product of cloth and leather များ ထုတ်လုပ်ခြင်း လုပ်ငန်း။

(၂) ကုမ္ပဏီမှ သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ ၏စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ ၊ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စု မြန်မာနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားရှိ ခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1	**MATSUYA R&D Co.,Ltd.** (incorporated in JAPAN) 3-19 Motomachi, Ono City, Fukui, Japan (Represented by) Mr. Kenji Sugimoto 60-12-2 Shinoocho, Fukui City, Fukui, Japan	Japanese TH4483428	**2,550**	杉本賢治
2	**Mr. Hidetaka Goto** 1-2402 Wadahigashi, Fukui City, Fukui, Japan	Japanese TK0606558	**450**	H. Goto

ရန်ကုန်။ နေ့စွဲ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါ လက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

မဆုရ အာရ် အန် ဒီ (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့ စည်းမျဉ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီ နှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက် ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့် ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် USD ၃,၀၀၀,၀၀၀ /- (USD သုံးသန်း တိတိ) ဖြစ်၍ ငွေ USD ၅၀၀ /-(USD ငါးရာ တိတိ) တန် အစုရှယ်ယာပေါင်း (၆,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဌာန်းချက်များနှင့် အညီ အထွေထွေ သင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက် နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ်ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၃) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည် -

(၁) Mr. Hidetaka Goto

(၂) Mr. Kenji Sugimoto

(၃) Mr. Isamu Akazawa

(၄)

(၅)

တို့ ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့ က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-) စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်းထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများတောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲ တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်း ကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ် ရာ၌လည်း ကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့ အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နစ်ဦးနစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သတ်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဂရန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျှောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့ အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1	**MATSUYA R&D Co.,Ltd.** (incorporated in JAPAN) 3-19 Motomachi, Ono City, Fukui, Japan (Represented by) Mr. Kenji Sugimoto 60-12-2 Shinoocho, Fukui City, Fukui, Japan	Japanese TH4483428	**2,550**	
2	**Mr. Hidetaka Goto** 1-2402 Wadahigashi, Fukui City, Fukui, Japan	Japanese TK0606558	**450**	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါ လက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင်
လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

MATSUYA R&D (MYANMAR) COMPANY LIMITED

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I. The name of the Company is MATSUYA R&D (MYANMAR) COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is USD 3,000,000 /- (United States Dollar Three Million Only) divided into (6,000) shares of USD 500 /- (United States Dollar Five Hundred Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

(1) To carry on the following business activity:

i) Manufacturing of cuffs for sphygmomanometers on CMP basis.

ii) Manufacturing of healthcare equipment on CMP basis.

iii) Manufacturing of airbag, seat belt and car seat on CMP basis.

iv) Manufacturing of automobile interior parts on CMP basis.

v) Manufacturing of product of cloth and leather on CMP basis.

(2) To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manners that the Company shall think fit.

PROVISO: *Provide that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and then only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1	**MATSUYA R&D Co.,Ltd.** (incorporated in JAPAN) 3-19 Motomachi, Ono City, Fukui, Japan (Represented by) Mr. Kenji Sugimoto 60-12-2 Shinoocho, Fukui City, Fukui, Japan	Japanese TH4483428	**2,550**	
2	**Mr. Hidetaka Goto** 1-2402 Wadahigashi, Fukui City, Fukui, Japan	Japanese TK0606558	**450**	

Yangon Dated the day of

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

MATSUYA R&D (MYANMAR) COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17(2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -
   (a) *The member of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.*
   (b) *Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

CAPITAL AND SHARES

3. The authorised capital of the Company is USD 3,000,000 /- (Unite States Dollar Three Million Only) divided into (6,000) shares of USD 500 /- (United States Dollar Five Hundred Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (3).

   The First Directors shall be: -
   (1) Mr. Hidetaka Goto
   (2) Mr. Kenji Sugimoto
   (3) Mr. Isamu Akazawa
   (4)
   (5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director’s decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second of casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power: -

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to: -
    (1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;
    (2) all sales and purchases of goods by the Company;
    (3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1	**MATSUYA R&D Co.,Ltd.** (incorporated in JAPAN) 3-19 Motomachi, Ono City, Fukui, Japan (Represented by) Mr. Kenji Sugimoto 60-12-2 Shinoocho, Fukui City, Fukui, Japan	Japanese TH4483428	**2,550**	杉本賢治
2	**Mr. Hidetaka Goto** 1-2402 Wadahigashi, Fukui City, Fukui, Japan	Japanese TK0606558	**450**	

Yangon Dated the day of

It is hereby certified that the persons mentioned above put their signatures in my presence.

MRD MATSUYA R&D Co.,Ltd.
〒912-0081
3-19 Motomachi Ono City Fukui Japan
TEL +81-779-66-2096
FAX +81-779-65-8373

Investment Plan

1st Phase 【USD 1.5 Mil : 2015】 **※This proposal**
→ **cuffs for sphygmomanometers (sewing only)**
(Construction Period : 24 months)

2nd Phase 【USD 0.5 Mil : 2019】
→ **cuffs for sphygmomanometers (+ cutting and printing badge)**

3rd Phase 【USD 0.1 Mil : 2022】
→ **cuffs for sphygmomanometers (+ welding)**

4th Phase 【USD 1.0 Mil : 2023】
→ **2nd Factory (expand processing lines)**

5th Phase 【USD 1.0 Mil : 2025】
→ **3rd Factory & Product Car sheet**

We, Matsuya R&D Myanmar Co., Ltd., have above plan of investment. It is a just plan, so it is difficult to fix amount and schedule, because it depends on many things (economy environment, our customer situation, infrastructures, etc.) But if possible, we would like to invest and expand business earlier than above plan.

杉本賢治

Kenji Sugimoto
Promoter

MRD MATSUYA R&D Co.,Ltd.

〒912-0081
3-19 Motomachi Ono City Fukui Japan
TEL +81-779-66-2096
FAX +81-779-65-8373

To
Chairman
Myanmar Investment Commission,
Ministry of National Planning and Economic Development
Building No.32, Nay Pyi Taw.

Date:

Subject : **Undertaking letter for Personal Income Tax Deduction and Payment**

We, MATSUYA R&D (Myanmar) Co., Ltd. will manufacture cuffs for sphygmomanometers on CMP basis in Plot No.A-7-2 Mingaladon Industrial Park. And we undertake to deduct the personal income tax from our company staffs (Local and Foreigner) and will pay to Internal Revenue Department (IRD) in accordance with the Union Tax Law.

Yours Faithfully,

杉本賢治

Kenji Sugimoto
Promoter

MRD MATSUYA R&D Co.,Ltd.
〒912-0081
3-19 Motomachi Ono City Fukui Japan
TEL +81-779-66-2096
FAX +81-779-65-8373

To
Chairman
Myanmar Investment Commission,
Ministry of National Planning and Economic Development
Building No.32, Nay Pyi Taw.

Date:

Subject : **Undertaking letter for Corporate Social Responsibility (CSR)**

We, MATSUYA R&D (Myanmar) Co., Ltd. will manufacture cuffs for sphygmomanometers on CMP basis in Plot No.A-7-2 Mingaladon Industrial Park. And we undertake to contribute the Corporate Social Responsibility (CSR) 2% of net profit after tax in building the school, repairing the road etc. to get benefits for the society.

Yours Faithfully,

杉本賢治

Kenji Sugimoto
Promoter

MATSURA R&D (Myanmar) Co., Ltd

Fire Prevention Plan

I. OBJECTIVE

The purpose of this Fire Prevention Plan is to eliminate the causes of fire, prevent loss of life and property by fire. It provides employees with information and guidelines that will assist them in recognizing, reporting, and controlling fire hazards.

II. BACKGROUND

We, MATSURA R&D (Myanmar) Co., Ltd. are committed to minimizing the threat of fire to employees, visitors, and property. We comply with all applicable laws, regulations, codes, and good practices pertaining to fire prevention. Our separate Emergency Action Plan spells out the procedures for responding to fires. This Fire Prevention Plan serves to reduce the risk of fires at our company factory.

A) Describe fire protection equipment such as fire extinguishers;
B) Identify persons responsible for maintaining the equipment and systems installed to prevent or control ignition of fires;
C) Describe good housekeeping procedures necessary to insure the control of accumulated flammable and combustible waste material and residues to avoid a fire emergency; and
D) Provide training to employees with regard to fire hazards to which they may be exposed.

III. ASSIGNMENT OF RESPONSIBILITY

Fire safety is everyone's responsibility. All employees should know how to prevent and respond to fires, and are responsible for adhering to company policy regarding fire emergencies.

A. Management

Management determines our company’s fire prevention and protection policies. Management will provide adequate controls to provide a safe workplace, and will provide adequate resources and training to employees to encourage fire prevention and the safest possible response in the event of a fire emergency.

B. Supervisors

Supervisors are responsible for ensuring that employees receive appropriate fire safety training, and for notifying Responsible Person when changes in operation increase the risk of fire. Supervisors are also responsible for enforcing our company’s fire prevention and protection policies.

C. Employees

All employees shall:

1. Complete all required training before working without supervision.
2. Conduct operations safely to limit the risk of fire.
3. Report potential fire hazards to their supervisors.
4. Follow fire emergency procedures.

IV. PLAN IMPLEMENTATION

A) Good Housekeeping

To limit the risk of fires, employees shall take the following precautions:

1) Minimize the storage of combustible materials.
2) Make sure that doors, hallways, stairs, and other exit routes are kept free of obstructions.
3) Dispose of combustible waste in covered, airtight, metal containers.
4) Use and store flammable materials in well-ventilated areas away from ignition sources.
5) Use only nonflammable cleaning products.
6) Keep incompatible (i.e., chemically reactive) substances away from each other.
7) Keep equipment in good working order (i.e., inspect electrical wiring and appliances regularly and keep motors and machine tools free of dust and grease).
8) Ensure that heating units are safeguarded.
9) Report all gas leaks immediately. Responsible Person shall ensure that all gas leaks are repaired immediately upon notification.
10) Repair and clean up flammable liquid leaks immediately.
11) Keep work areas free of dust, lint, sawdust, scraps, and similar material.
12) Do not rely on extension cords if wiring improvements are needed, and take care not to overload circuits with multiple pieces of equipment.
13) Ensure that required hot work permits are obtained.
14) Turn off electrical equipment when not in use.

B) Maintenance

Responsible Person(s) will ensure that equipment is maintained according to manufacturers' specifications. MATSURA R&D (Myanmar) Co., Ltd will also comply with requirements of the National Fire Protection Association (NFPA) for specific equipment. Only properly trained individuals shall perform maintenance work.

The following equipment is subject to the maintenance, inspection, and testing procedures:

1) Equipment installed to detect fuel leaks, control heating, and control pressurized systems;
2) Portable fire extinguishers, automatic sprinkler systems, and fixed extinguishing

systems;
3) Detection systems for smoke, heat, or flame; and
4) Fire alarm systems.

C) FIRE EXTINGUISHERS

Portable fire extinguishers can be very effective for fighting fires in their incipient stages. A person who is well-trained in fire-extinguisher use can save both lives and property. Portable fire extinguishers must be available even when other firefighting measures are available. For extinguishers to be effective in a fire situation, proper selection, inspection and maintenance are essential.
Make sure all fire extinguishers are placed in conspicuous locations, clearly visible and easily accessible.
Keep all fire extinguishers fully charged and operable, and in their proper locations at all times.

D) FIRE SAFETY INSPECTIONS AND HOUSEKEEPING

Supervisors are responsible for work site inspections to ensure compliance with the company Fire Safety Program. These inspections should address housekeeping issues, proper storage of chemicals, access to fire extinguishers and emergency evacuation routes.

E) EMERGENCY EXITS

Every exit will be clearly visible, or the path to it conspicuously identified in such a manner that every occupant of the building will know the best way to get out of the building in a fire or other emergency.
Exits will never be obstructed. Any door or passage way that is not an exit or path to an exit must be identified with a sign that reads ‘Not An Exit’ or a sign that indicates its actual use, such as storage. All exit signs must either be self-illuminating, or illuminated by a reliable external light source.

F) FIRE EMERGENCY PROCEDURES

The person who discovers a fire should activate the nearest alarm, and notify his or her supervisor and other building occupants.

V. TRAINING

Responsible Person shall present basic fire prevention training to all employees upon employment, and shall maintain documentation of the training, which includes:

A) Review of 29 CFR 1910.38, including how it can be accessed;
B) This Fire Prevention Plan, including how it can be accessed;
C) Good housekeeping practices;

D) Proper response and notification in the event of a fire;
E) Instruction on the use of portable fire extinguishers (as determined by company policy in the Emergency Action Plan); and
F) Recognition of potential fire hazards.

For and on behalf of
MATSURA R&D (Myanmar) Co., Ltd

Kenji Sugimoto
Promoter